



City of Phoenix

Police Public Records
1717 E. Grant St., #100
Phone: 602-534-1127 Date: 10/5/2018
Office: PPDPUREC Machine: PPD9964
Batch: 4366 Tran #: 15
Stamped: 10/5/2018 2:36 PM

Police Public Records

Receipt #:	00217614	
Miscellaneous		\$6.08
PPD Tracking	1800008889	
Miscellaneous		\$6.84
PPD Tracking	1800008889	
Payment Total:		\$12.92

Transaction Total:		\$12.92
CHECK	Tendered :	\$12.92

Thank you for your payment.
Have a nice day!



MuckRock News
DEPT MR 49144
411A Highland Ave
Somerville, MA 02144-2516
49144-86944512@requests.muckrock.com

Check Enclosed for \$12.92

Phoenix Police Department
PRA Office
Suite #100
1717 East Grant Street
Phoenix, AZ 85034-3401

Received

SEP 28 RECD

September 21, 2018

This is a follow up to a previous request:

Phoenix Police Department
Code Enforcement Unit

To Whom It May Concern:

Please find enclosed a check for \$12.92 to satisfy the fee associated with the attached public records request.

Thank you.

Filed via MuckRock.com
E-mail (Preferred): 49144-86944512@requests.muckrock.com

For mailed responses, please address (see note):
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On Aug. 22, 2018:
Your request is ready. It will be filed under Grauer, Yael.

ITEM: 18-8889 We don't have any policy in regards to ALPR.

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COST: Contract \$6.08

Other agencies \$6.84

Total: \$12.92

We cannot accept payment over the phone. Make checks payable to the City of Phoenix.

Mail your payment to:

Phoenix Police Public Records

ATTN: JAMIE BANDIN

1717 E Grant St Suite 100

Phoenix, AZ 85034

We are unable to fax or email your request to you. Once payment has been received, your request will be mailed to you standard US mail unless you provide other means of shipment. (If using FEDEX or UPS please provide a pre-filled shipping label and envelope.)

Any questions please call 602-534-1127.

Please note: this report will be available for 30 days; afterwards, it will be returned to its normal retention schedule and purged pursuant to the City's retention policy.

If needed our tax number is 866000256.

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Public Records, Code Enforcement Unit

Phoenix Police Department

1717 E Grant St Suite 100

Phoenix, AZ 85034

Monday-Friday 8am to 4pm

public.records.ppd@phoenix.gov<mailto:public.records.ppd@phoenix.gov>

p:602.534.1127 f:602.534-4599

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On Aug. 2, 2018:

The request is still in processing.

Public Records, Code Enforcement Unit

Phoenix Police Department

1717 E Grant St Suite 100

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Phoenix, AZ 85034

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Subscribe to us on YouTube- www.youtube.com/phxpd<http://www.youtube.com/phxpd>

On June 2, 2018:
Yael Grauer,

Please find attached a letter in response to your email from May 14, 2018. CEU is continuing to work on your request.

Thank you.

Public Records, Code Enforcement Unit

Phoenix Police Department

1717 E Grant St Suite 100

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Somerville, MA 02144-2516
49144-86944512@requests.muckrock.com

Phoenix, AZ 85034

Monday-Friday 8am to 4pm

public.records.ppd@phoenix.gov<mailto:public.records.ppd@phoenix.gov>

p:602.534.1127 f:602.495-0596

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On June 1, 2018:
An interim response, stating the request is being processed.

On May 14, 2018:
Dear Jamie,

I'd like to remind you that Arizona state law says a prompt response to public records requests is required. Pursuant to this, I hereby formally request that the Phoenix Police Department provide me with a written estimated date on which the agency will complete action on this public records request, which was originally sent on February 16, in order to satisfy this request and the agency's statutory responsibility.

Yael Grauer

On Feb. 16, 2018:
To Whom It May Concern:

MuckRock News
DEPT MR 49144
411A Highland Ave
Somerville, MA 02144-2516
49144-86944512@requests.muckrock.com

Pursuant to the state open records law, Ariz. Rev. Stat. Ann. Secs. 39-121 to 39-122 and 39-128, I hereby request the following records:

To Whom It May Concern:

This letter constitutes a request under the Arizona Public Records Law A.R.S. §§ 39-101 to -161 for records that relate or refer to Phoenix Police Department's ("Department") use of automated license plate reader ("ALPR") data via Vigilant Solutions' products, ElSAG's products, or L3 Alertvue's products, including but not limited to, the Law Enforcement Archival and Reporting Network ("LEARN").

A. Data Sharing

I request the following records:

- 1) The names of agencies and organizations with which the Department shares ALPR data;
- 2) The names of agencies and organizations from which the Department receives ALPR data;
- 3) The names of agencies and organizations with which the Department shares "hot list" information;
- 4) The names of agencies and organizations from which the Department receives "hot list" information;

Much of this information is easily available within the Department's LEARN system. The simplest way to extract this data is to generate an "Agency Data Sharing Report" PDF file from within LEARN. To do this, a user may simply go to the "Sharing" section of LEARN and select "Output Report."

I further request the following records:

- 5) Any written requests for ALPR data that the Department has received from other law enforcement or prosecutorial agencies, as per the Department's published ALPR policy (i.e. S.B. 34 policy);
- 6) Documentation of approved requests for the release of ALPR data that the Department has retained on file, as per the Department's published ALPR policy.

B. Statistical Records

In order to understand the efficacy of the Department's use of LEARN, I seek the following records:

- 1) Statistical usage reports from Vigilant Solutions LEARN (for example, number of plates collected, number of plates accessed by city and by external entities)
- 2) Any "Dashboard Hit Ratio Report," or the ratio of ALPR "detections" to "hits;"
- 3) "Dashboard Hot-List Report," or the ratio of hot-list records from each data source;
- 4) LEARN Administrator List Report.

C. Agreements with Vigilant Solutions, L3 Alertvue, and/or Elsag

We request the following records:

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- 1) All agreements, MOUs, or other contracts with Vigilant Solutions, L3 Alertvue, and/or Elsag, including agreements made through Brite;
- 2) All agreements for sharing data with other entities through Vigilant Solutions' services, L3 Alertvue's services, and/or Elsag's services

D. Policies, Procedures, and Accountability

Please provide all records that relate or refer to:

- 1) Training materials developed by the Department's training manager for those authorized to use or access the ALPR system, as per the Department's published ALPR policy;
- 2) ALPR system audits, as described in the Department's published ALPR policy. The above requests include all records that your agency possesses, regardless of who created them.
- 3) Any policies, guidelines, procedures, training manuals and/or instructions created at any time on the use of ALPR technology and the use and retention of ALPR data, including records on where the data is stored, how long it is stored, who has access to the data, and how they access the data.

This request applies to all documents in Phoenix PD's or any other Phoenix agency's possession, including electronic records. It also includes documents that were created by a member of another government agency or a member of the public, including ALPR software and device manufacturers or vendors. If specific portions of any documents are exempt from disclosure, please provide the non-exempt portions.

I ask that you please respond promptly either by providing the requested Records or by providing a written response stating when documents will be made available, as well as setting forth the legal authority on which you rely in withholding or redacting any document. If portions of the documents are exempt from disclosure, please provide the non-exempt portions.

Because I am a journalist and will make any information received through public records requests available to the public, I ask that you waive any fees.

I also request that any records maintained in electronic format be provided in that same format, to avoid copying costs. However, should you be unable to do so, I will reimburse you for the direct costs of copying these records (if you elect to charge for copying) plus postage. If you anticipate that these costs will exceed \$50.00, or that the time needed to copy the records will delay their release, please contact me so that I can arrange to inspect the documents or decide which documents I wish to have copied. Otherwise, please copy and send them as soon as possible, and I will promptly pay the required costs.

Thank you for your consideration of this request. If you have any questions or concerns, or if I can provide any clarification that will help identify responsive documents or focus this request, please do not hesitate to contact me at yael@yaelwrites.com.

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411A Highland Ave
Somerville, MA 02144-2516
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Sincerely,
Yael Grauer

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I would request your response within ten (10) business days.

Sincerely,

Yael Grauer

Filed via MuckRock.com
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GRAUER

Public Records Request: ALPR records

49144-86944512@requests.muckrock.com

Fri 2/16/2018 10:27 AM

To: Public Records PPD <public.records.ppd@phoenix.gov>;

Phoenix Police Department
Public Records Office
Suite #100
1717 East Grant Street
Phoenix, AZ 85034-3401

February 16, 2018

To Whom It May Concern:

Pursuant to the state open records law, Ariz. Rev. Stat. Ann. Secs. 39-121 to 39-122 and 39-128, I hereby request the following records:

To Whom It May Concern:

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*View Below
Learn no policy*

I further request the following records:

- 5) Any written requests for ALPR data that the Department has received from other law enforcement or prosecutorial agencies, as per the Department's published ALPR policy (i.e. S.B. 34 policy);
- 6) Documentation of approved requests for the release of ALPR data that the Department has retained on file, as per the Department's published ALPR policy.

B. Statistical Records

In order to understand the efficacy of the Department's use of LEARN, I seek the following records:

LAURA G



142220--0

**CITY OF PHOENIX
Procurement Division**

RFA 16-093 (JL)

**NATIONAL VEHICLE LOCATION SERVICE (NVLS) LEARN DATABASE SUBSCRIPTION
REQUIREMENTS CONTRACT**

PROCUREMENT OFFICER
Janet Lee
Contracts Specialist II
602-262-4756
janet.lee@phoenix.gov





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CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

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SECTION I – GENERAL INFORMATION

CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

1. INTRODUCTION

This is an agreement for a **three (3)** -year period commencing on or about **March 1, 2016**, in accordance with the specifications and provisions contained herein.

2. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION

Vendors must be registered in the City's e-Procurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City's e-Procurement system.

3. CONTRACTOR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the vendor shall provide the City:

Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.

A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Vendor or their subcontractors including dates, disposition and resolutions.

The City further reserves the right to make unannounced visits to the Vendor's facilities (during normal business hours).

4. SOLICITATION TRANSPARENCY POLICY

Commencing on the date and time a solicitation is published, potential or actual offerors or respondents(including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer conducted in person at 251 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.





SECTION I – GENERAL INFORMATION

CITY OF PHOENIX
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With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **Offerors that violate this policy shall be disqualified.**





SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
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1. DEFINITION OF KEY WORDS USED IN THE AGREEMENT

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the City may, at its sole option, ask the vendor to provide the information.
May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

"A.R.S."	Arizona Revised Statute
"Broker, Packager, Manufacturer's Representative, herein and whose role is limited to that of an extra participant in Jobber"	A firm that is not a manufacturer or regular dealer as defined Manufacturer's Representative, herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.
"Buyer"	City of Phoenix, City Procurement Division staff person responsible for the solicitation.
"CBP"	U.S. Customs and Border Control.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Deputy Finance Director"	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
"Days"	Means calendar days unless otherwise specified
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
"EPA"	Environmental Protection Agency





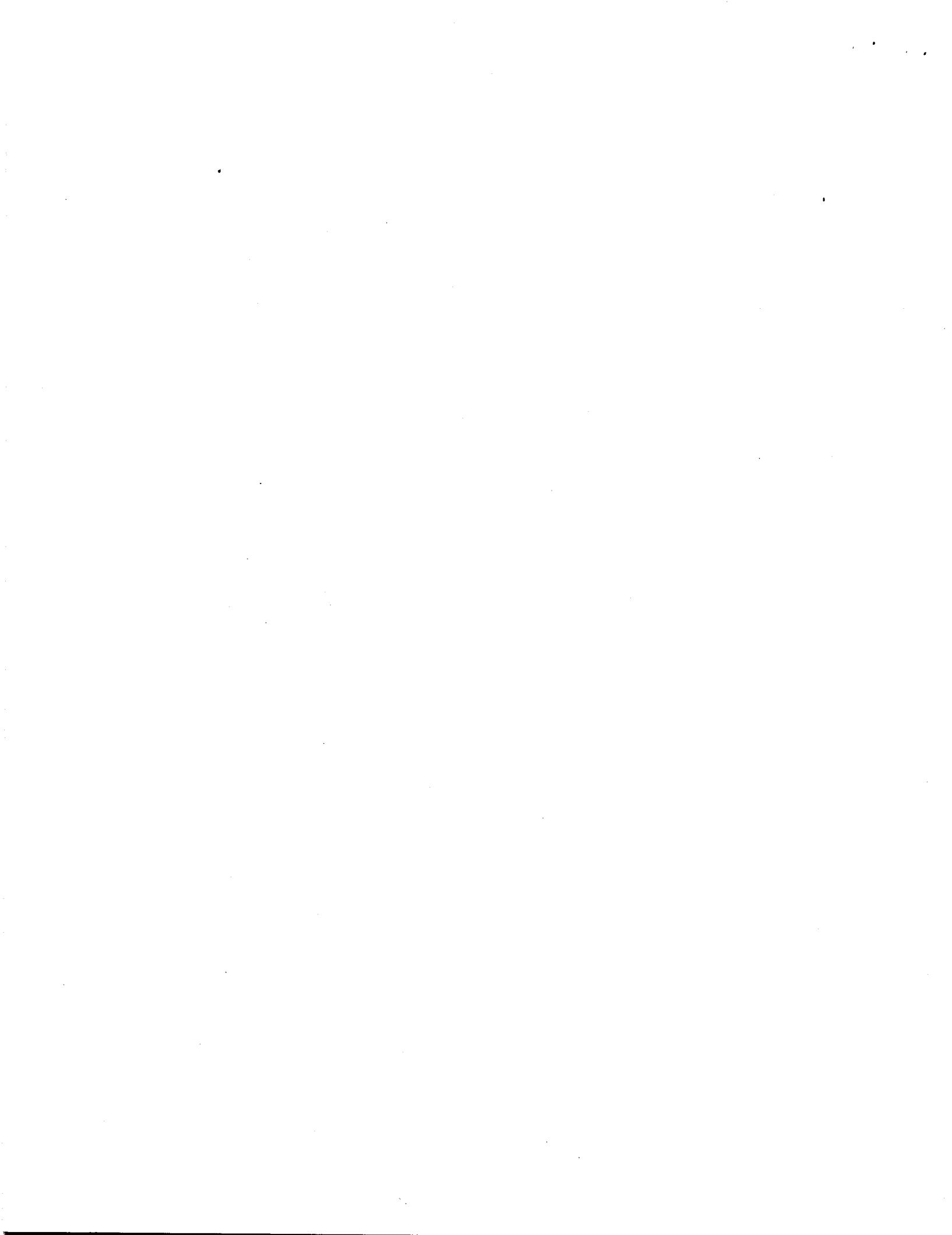
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"FIFRA"	Federal Insecticide, Fungicide and Rodenticide Act
"FIS"	Federal Inspection Services.
"Manufacturer"	A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
"Offer"	Means bid or quotation.
"Regular Dealer"	A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
"Small Business Enterprise" (SBE)	A small business that has been determined to meet the requirements for SBE certification with the City and whose certification is in force at the time of the award of business to the City.
"Suppliers"	Firms, entities or individuals furnishing goods or services directly to the City.
"Vendor"	A seller of goods or services.

2. CONTRACT INTERPRETATION

- 2.1 **APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.
- 2.2 **IMPLIED CONTRACT TERMS:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 2.3 **CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:
 - A. Special terms and conditions
 - B. Standard terms and conditions
 - C. Statement or scope of work
- 2.4 **ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties





SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
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agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

- 2.5 **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.6 **NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.7 **PAROLE EVIDENCE:** This Agreement and the corresponding Vigilant Solutions - Software Service Program state and local Law Enforcement Agency Agreement included here as Attachment A are intended by the parties as a final expression of their agreement and are intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

- 3.1 **RECORDS:** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.
- 3.2 **PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.

If a offeror believes that a specific section of its bid response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Procurement Division will review the material and make a determination.

- 3.3 **CONFIDENTIALITY AND DATA SECURITY:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor and its subcontractors shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted City information, whether





SECTION II - STANDARD TERMS AND CONDITIONS

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electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the Department's Deputy Chief Information Officer immediately.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

The obligations of Contractor under this section shall survive the termination of this Agreement.

3.4 DISCRIMINATION PROHIBITED: Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee shall take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

3.5 LICENSES AND PERMITS: Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

3.6 ADVERTISING: Contractor shall not advertise or publish new releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.





SECTION II - STANDARD TERMS AND CONDITIONS

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3.7 EXCLUSIVE POSSESSION: All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of Contractor.

3.8 OWNERSHIP OF INTELLECTUAL PROPERTY: Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered property of Contractor.

It is expressly agreed by Contractor and City that these covenants are irrevocable and perpetual.

3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: The Contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).

3.10 COMPLIANCE WITH LAWS: Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

3.11 LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.





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3.12 CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

3.13 EMERGENCY PURCHASES: The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

3.14 STRICT PERFORMANCE: Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS

4.1 PAYMENT TERMS: The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the bid.

4.2 PAYMENT DEDUCTION OFFSET PROVISION: Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR: The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

4.4 DISCOUNTS: Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

4.5 NO ADVANCE PAYMENTS: Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

4.6 FUND APPROPRIATION CONTINGENCY: The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

4.7 MAXIMUM PRICES: The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Offeror certifies, by signing this bid that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or





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services covered by this bid and occurring after award will apply to the undelivered balance. The offeror shall promptly notify the City of such price reductions.

- 4.8 F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.

5. CONTRACT CHANGES

- 5.1 CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor.
- 5.2 ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.
- 5.3 NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.
- 5.4 AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY

- 6.1 TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.
- 6.2 ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
- 6.3 GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or





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amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

- 6.4 INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK.** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

- 6.5 FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 6.6 LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

- 6.7 DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.





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Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

7. WARRANTIES

- 7.1 **GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.
- 7.2 **QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.
- 7.3 **RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 7.4 **LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
- 7.5 **QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the offeror.
- 7.6 **REPAIR AND REPLACEMENT PARTS:** Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.





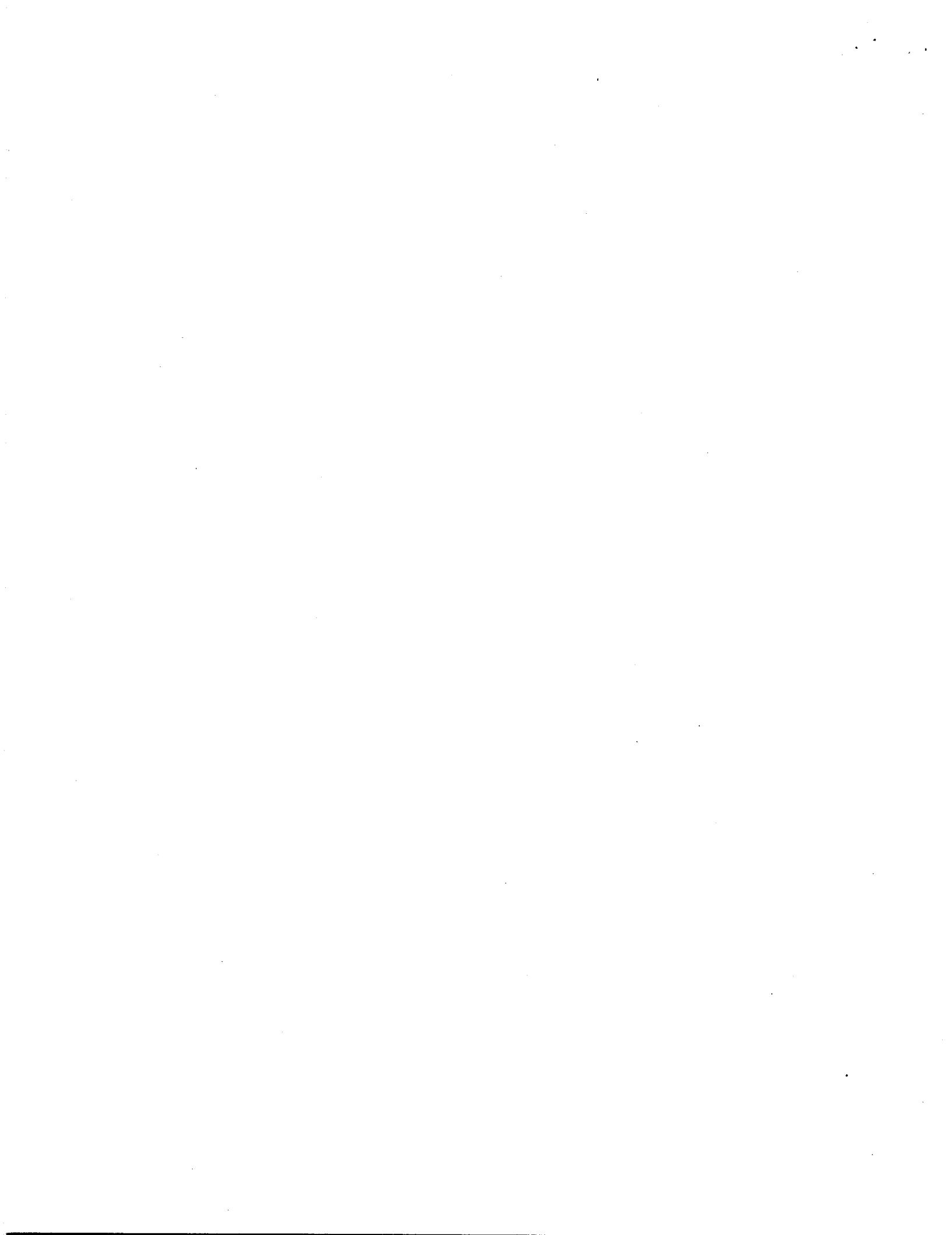
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- 7.7 WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. CITY'S CONTRACTUAL RIGHTS

- 8.1 RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 8.2 NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 8.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 8.4 ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.
- 8.5 DEFAULT:** In case of default by the offeror, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 8.6 COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 8.7 ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor's performance.





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- 8.8 **COST JUSTIFICATION:** In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- 8.9 **WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

9. CONTRACT TERMINATION

- 9.1 **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 9.2 **CONDITIONS AND CAUSES FOR TERMINATION:** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;





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In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

- 9.3 CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.





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1. PRICE

All prices offered shall be firm and fixed for the term of the contract.

2. METHOD OF ORDERING (PURCHASE ORDERS)

Issuance of written purchase order(s) by the Procurement Division. Contractor shall deliver items and/or services only upon receipt of a written purchase order issued by the Procurement Division. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

3. METHOD OF INVOICING

Invoice must include the following:

- A. City purchase order number, requisition number, or contract agreement number.
- B. Items listed individually by the written description and part number.
- C. Unit price, extended and totaled.
- D. Quantity ordered, back ordered, and shipped.
- E. Applicable tax.
- F. Invoice number and date.
- G. Requesting department name and "ship-to" address.
- H. Payment terms.
- I. FOB terms.

4. METHOD OF PAYMENT

Payment to be made from Contractor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period. Invoices must contain the agreement number or bid number under which the contract is awarded.

5. INDEMNIFICATION

(PROFESSIONAL SERVICES – TECHNOLOGY SERVICES – NO DRIVING)

Contractor ("Indemnitor") must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

INSURANCE REQUIREMENTS:

Contractor and subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise





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out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Lessee shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operation Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy must be endorsed to include the following additional insured language: "The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker's Compensation and Employers' Liability.

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy must contain a waiver of subrogation against the City of Phoenix.

This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

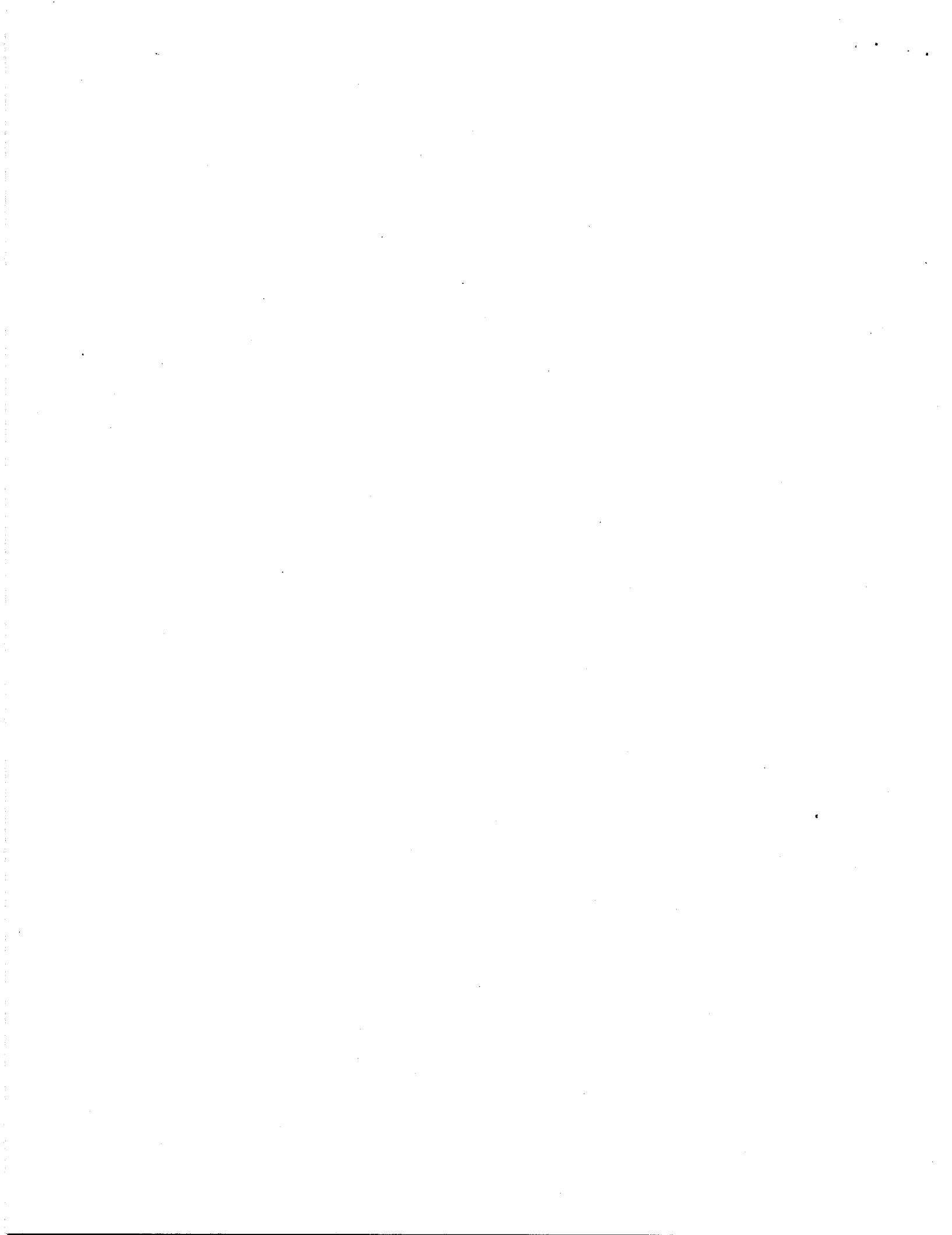
Technology Errors and Omissions Liability (if the Contractor provides technology services or products)

The policy must cover errors and omissions or negligent acts in the delivery of products, services, and/or licensed programs for those services as defined in the Scope of Services of this contract

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Network Security and Privacy Liability (if the Contractor has access to any personal or confidential data, the Contractor should be required to evidence Network Security and Privacy Liability coverage in addition to Technology Errors and Omissions)





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The policy must cover but not be limited to 1) coverage for third party claims and losses with respect to network risks and invasion of privacy, 2) crisis management and identify theft response costs, 3) cyber extortion, 4) computer fraud coverage, and 5) funds transfer loss.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

In the event that the network security and privacy liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Media Liability (if the Contractor is involved in the production or publication of content)
The policy must cover any and all errors and omissions or negligent acts in the production or publication of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy and infringement of copyright, title, slogan, trademark, service mark and trade dress

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

In the event that the media liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Lessee even if those limits of liability are in excess of those required by this Lease.

The Lessee's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this contract, the Contractor must provide to the City, within two (2) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed to City of Phoenix Finance Department, Purchasing Division, 251 W. Washington Street, Phoenix, Arizona 85003; emailed to: procurement.workflow@phoenix.gov

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Lessee shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Lease. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.





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All certificates and any required endorsements are to be received and approved by the City before the Lease commences. Each insurance policy required by this Lease must be in effect at or prior to commencement of this Lease and remain in effect for the duration of the Lease. Failure to maintain the insurance policies as required by this Lease or to provide evidence of renewal is a material breach of contract.

All certificates required by this Lease shall be sent directly to City of Phoenix, Deputy Finance Director/Purchasing, 251 West Washington, Phoenix, Arizona 85003. The City Department, Lease agreement number and location description are to be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Lease at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

APPROVAL: Any modification or variation from the insurance requirements in this Lease must have prior approval from the City of Phoenix Law Department, whose decision shall be final. Such action will not require a formal lease amendment, but may be made by administrative action.

6. SECURITY INQUIRIES

Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City of Phoenix. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

7. COMMUNICATION IN ENGLISH

It is mandatory that the Contractor's lead person assigned to any City's facility be able to speak, read and write in English in order to communicate at the site contact.

8. PERFORMANCE INTERFERENCE

Contractor shall notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

Department Contact: Rita Dean

Phone: 602-256-3485

9. CONTRACT PERFORMANCE

Offeror shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Offeror.





SECTION III – SPECIAL TERMS AND CONDITIONS

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8th Floor
Phoenix, AZ 85003
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The Offeror will have **five business days** from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Offeror. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

10. **LEGAL WORKER REQUIREMENTS**

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

- A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
- B. A breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- C. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

11. **INDUSTRY STANDARDS**

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production item(s); and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City reserves the right to waive minor variation(s) if in the opinion of the **Phoenix Police Department** the basic unit meets the general intent of these specifications.

The complete equipment/material provided shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the offeror(s) shall so notify the City immediately.

12. **LIQUIDATED DAMAGES**

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$1000.00. Procurement Division may terminate this contract in whole or in part as provided in the





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"Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence. Deputy Finance Director will be the sole judge in determining the liquidated damages.

13. **TRAINING**

Offeror shall include an administrative and user training City personnel to assure proper operation and utilization of the subscription / software database supplied. Costs for all training shall be included in the price.





SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Procurement Division
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1. SCOPE

The Phoenix Police Department requires a subscription to a National Vehicle Location Service (NVLS) database. The NVLS database provides a license plate recognition management and analytic platform which provides law enforcement agencies with an easy way to manage users and vehicle hotlists, query historical license plate reader data and uses advanced analytics for enhanced investigations.

2. REQUIREMENTS

Contractor shall:

- A. Provide access / subscription to the Vigilant LEARN database for a three (3) year period
- B. Provide an unlimited number of searches in the NVLS database
- C. Provide access up to 3,000 users and fifteen (15) task force members part of the Phoenix Police Department
- D. Provide alerts to task force members directly from their smart phone devices
- E. Provide a minimum of one (1) in person administrative and user training session
- F. Provide access through a web portal, which users will provide a username and password

3. ACCESS TO LEARN DATABASE SHALL INCLUDE, BUT NOT LIMITED TO:

- A. 3.1 billion commercially available records
- B. Ability to access other customer's data nationwide (i.e.: Glendale, Scottsdale, Tempe) provided those customers have agreed and continue to agree to share data with City of Phoenix
- C. Use of analytics including but not limited to Stakeout and Locate Analysis
- D. Ability to leverage any camera to use the historic data as well as generate real time hits from anywhere in the United States
- E. Access to Mobile Companion, a Vigilant cell phone application

4. MODIFICATIONS

Contractor shall not reduce the functionality of the subscription service provided during the subscription period, unless approved by the Phoenix Police Department. Any modifications to the subscription must be approved by the City.

5. CUSTOMER SUPPORT AND AVAILABILITY

Phone support for the subscription service is available from 7:30 AM to 6:00 PM AZ Time, Monday through Friday, excluding City of Phoenix holidays. Contractor shall have a one (1) hour response time from the initial City notification.

The subscription service / access shall be available 24 hours a day, 7 days a week. Contractor shall inform the Police Department 48 hours in advance of any planned downtime for maintenance. Unplanned outage shall not exceed 24 consecutive hours, and is subject to remedy if not resolved within 24 hours.





SECTION V - SUBMITTAL

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Please submit one original and one (1) copies of the Submittal (Section V). Please submit only Section V, do not submit a copy of the entire document. This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

1. ALL OR NONE BID PRICE SCHEDULE AND DELIVERY SCHEDULE

Note: Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. For the purposes of determining the lowest cost, the city will not take tax into consideration. Taxes must be listed as a separate item on all invoices.

Item No.	Description	Unit Price Excluding Tax
1.	Year 1 Subscription to Vigilant 'Private Data' Access via LEARN (VS-LDS-C)	\$75,000/Year
2.	Year 2 Subscription to Vigilant 'Private Data' Access via LEARN (VS-LDS-C)	\$75,000/Year
3.	Year 3 Subscription to Vigilant 'Private Data' Access via LEARN (VS-LDS-C)	\$75,000/Year
Grand Total – All or None		\$225,000.00

2. PAYMENT TERMS

Contractor offers a prompt payment discount of 0 % days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your bid.

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

3. EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT

Name

Vigilant Support

Telephone Number

925-398-2079

Alternate Contact

Telephone Number

Company Name Vigilant Solutions

Solicitation Due Date: Friday, February 26, 2016

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SECTION V - SUBMITTAL

CITY OF PHOENIX
Procurement Division
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8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

OFFER

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No.

N/A

Use Tax No. for Out-of State Suppliers

N/A

City of Phoenix Sales Tax No.

N/A

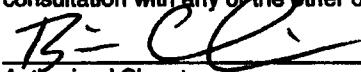
Taxpayer's Federal Identification No. : If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

OFFEROR MUST BE IN COMPLIANCE AT THE TIME OF AWARD

Enter City's Registration System ID Number

Located at City's eProcurement website (see SECTION I -
INSTRUCTIONS - CITY'S REGISTRATION)

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.



Authorized Signature

2-29-2016

Date

Bill Quinlan ; 312-925-8160

Printed Name and Title

Company Name

Vigilant Solutions

Address

2021 Los Positas Court, Suite 101

City, State and Zip Code

Livermore, CA 94551

Telephone Number

925-398-2079

Company's Fax Number

925-398-2113

Company Name Vigilant Solutions

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Company's Toll Free #

N/A

Email Address

bill.quinlan@vigilantsolutions.com

Company Name Vigilant Solutions

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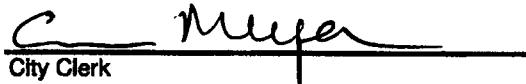
ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No._____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager


City Clerk


Jim Campion, Deputy Finance Director

Approved as to form this 19 day of November, 2014

Awarded this _____ day of _____, 2016.

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



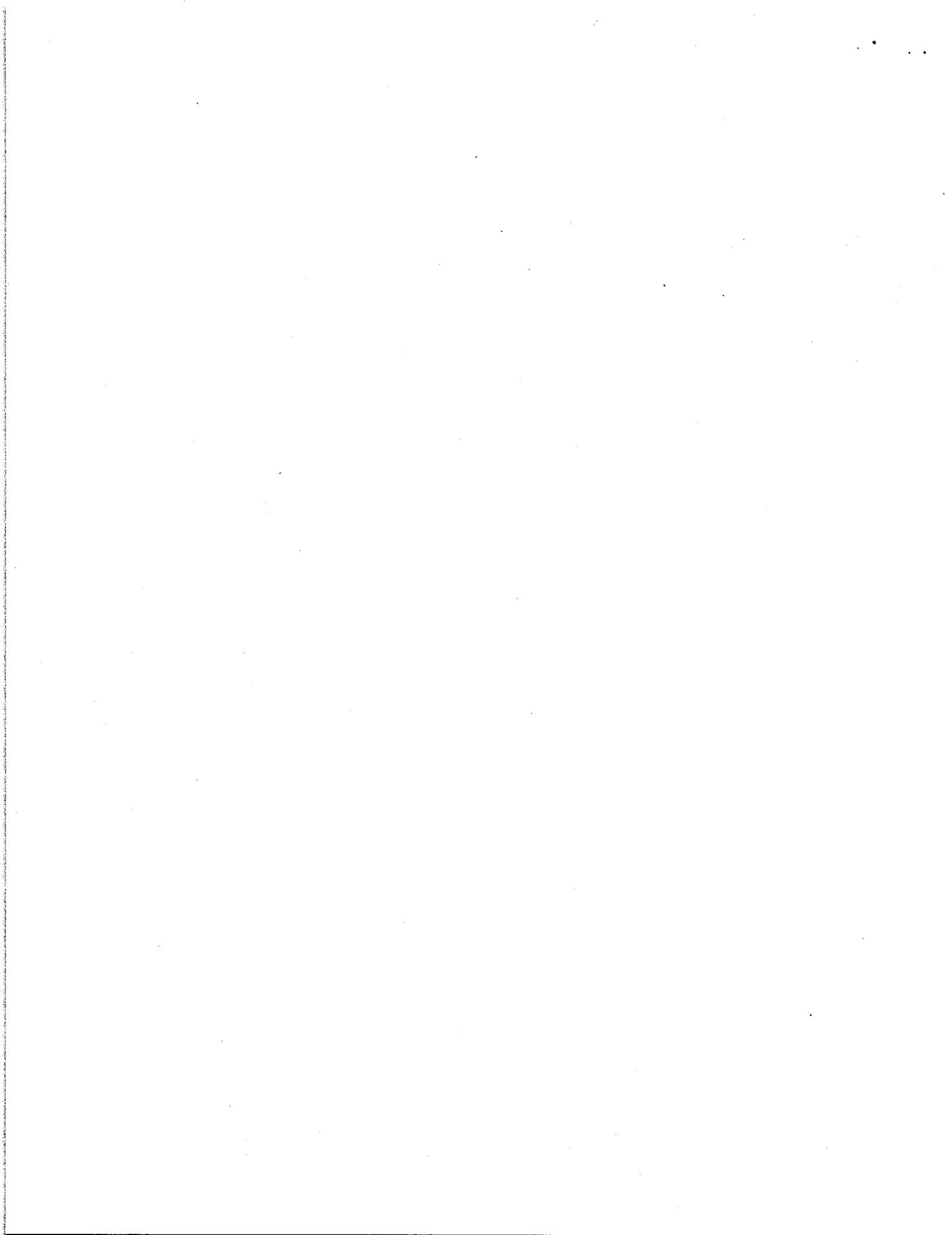
2016 MAR - 1 PM 4:06
CITY CLERK DEPT.

Company Name Vigilant Solutions

Solicitation Due Date: Friday, February 26, 2016

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SECTION VI – REVISED TERMS AND CONDITIONS

CITY OF PHOENIX
Procurement Division
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The City and Contractor have agreed to the following terms and conditions:

1. Confidential Information

Refers to any and all (i) rights of Vigilant associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works, trademark and trade name rights and similar rights, trade secrets rights, patents, designs, algorithms and other industrial property rights, other intellectual and industrial property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and all registrations, applications, renewals, extensions, combinations, divisions or reissues of the foregoing; (ii) product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, and past, current and planned research and development; (iii) current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, and business plans; (iv) computer software and programs (including object code and source code), database technologies, systems, structures, architectures, processes, improvements, devices, discoveries, concepts, methods, and information of Vigilant; (v) any other information, however documented, of Vigilant that is a trade secret within the meaning of applicable state trade secret law or under other applicable law, including but not limited to the LEARN Software Service and the Commercial LPR Data; (vi) information concerning the business and affairs of Vigilant (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training techniques and materials, and purchasing methods and techniques, however documented; and (vii) notes, analysis, compilations, studies, summaries and other material prepared by or for Vigilant containing or based, in whole or in part, upon any information included in the foregoing.

2. Licensed Access to the LEARN Software Service

- A. **Grant of License.** During the term of this Agreement, Vigilant grants City a non-exclusive, non-transferable right and license to access the LEARN Software Service for us in accordance with the terms of this Agreement.
- B. **Authorized Use.** City will not access the LEARN Software Service other than for law enforcement purposes.
- C. **Ownership of Commercial LPR Data and LEARN Software.** Except for the rights expressly granted by Vigilant to City and as in this Agreement, Vigilant retains all title and rights to the Commercial LPR Data and the LEARN Software. Nothing contained in this Agreement shall be deemed to convey to City or to any other party any ownership interest in or to any LPR Data or the LEARN Software.
- D. **Restrictions on Use of LEARN Software Service.** Except as expressly permitted under this Agreement, City agrees that it will not permit a User or any other party to, without the prior written consent of Vigilant, (i) copy, duplicate or grant permission to the LEARN Software Service or any part thereof; (ii) create, attempt to create, or grant permission to

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the source program and/or object program associated with the LEARN Software Service; (iii) decompile, disassemble or reverse engineer any software component of the LEARN Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; or (iv) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the LEARN Software Service.

- E. **Third Party Software and Data.** If and to the extent that Vigilant incorporates the software and/or data of any third party into the LEARN Software Service, including but not limited to the LEA LPR Data, and use of such third party software and/or data is not subject to the terms of a license agreement directly between City and the third party licensor, the license of City to such third party software and/or data shall be defined and limited by the license granted to Vigilant by such third party and the license to the LEARN Software Service granted by Vigilant under this Agreement. City specifically acknowledges that the licensors of such third party software and/or data shall retain all ownership rights thereto, and City agrees that it shall not (i) decompile, disassemble or reverse engineer such third party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the data therein for purposes other than those specifically permitted under this Agreement; or (iii) modify, alter or delete any of the copyright notices embedded in or affixed to such third party software. City shall instruct each User to comply with the preceding restrictions.
- F. **Non-Exclusive Licensed Access.** City acknowledges that the right or ability of Vigilant to license other third parties to use the LEARN Software Service is not restricted in any manner by this Agreement, and that it is Vigilant's intention to license a number of other LEAs to use the LEARN Software Service. Vigilant shall have no liability to City for any such action.

3. Other Matters Relating to Access to LEARN Software Service.

- A. **Accessibility.** The LEARN Software Service, LPR Data and associated analytical tools are accessible to LEAs ONLY and are accessible pursuant to one of the following two methods:
 - i. **LEARN Commercial Data Subscription.** Access to the LEARN Software Service through a commercial data subscription allows for commercial data to be used at a much deeper level to include partial plate queries, geo-fence queries, and analytic reports such as common plate and possible associate analysis.
 - ii. **Application Programming Interface (API).** The API access method allows for integration of the LPR Data into external third-party analytic tools. The API does NOT provide ownership rights to the LPR Data, only access during the subscription period. The API is available only in conjunction with a LEARN Commercial Data Subscription.
- B. **Access to LEA LPR Data.** LEA LPR Data is provided as a service to LEAs at no additional charge.

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8th Floor
Phoenix, AZ 85003
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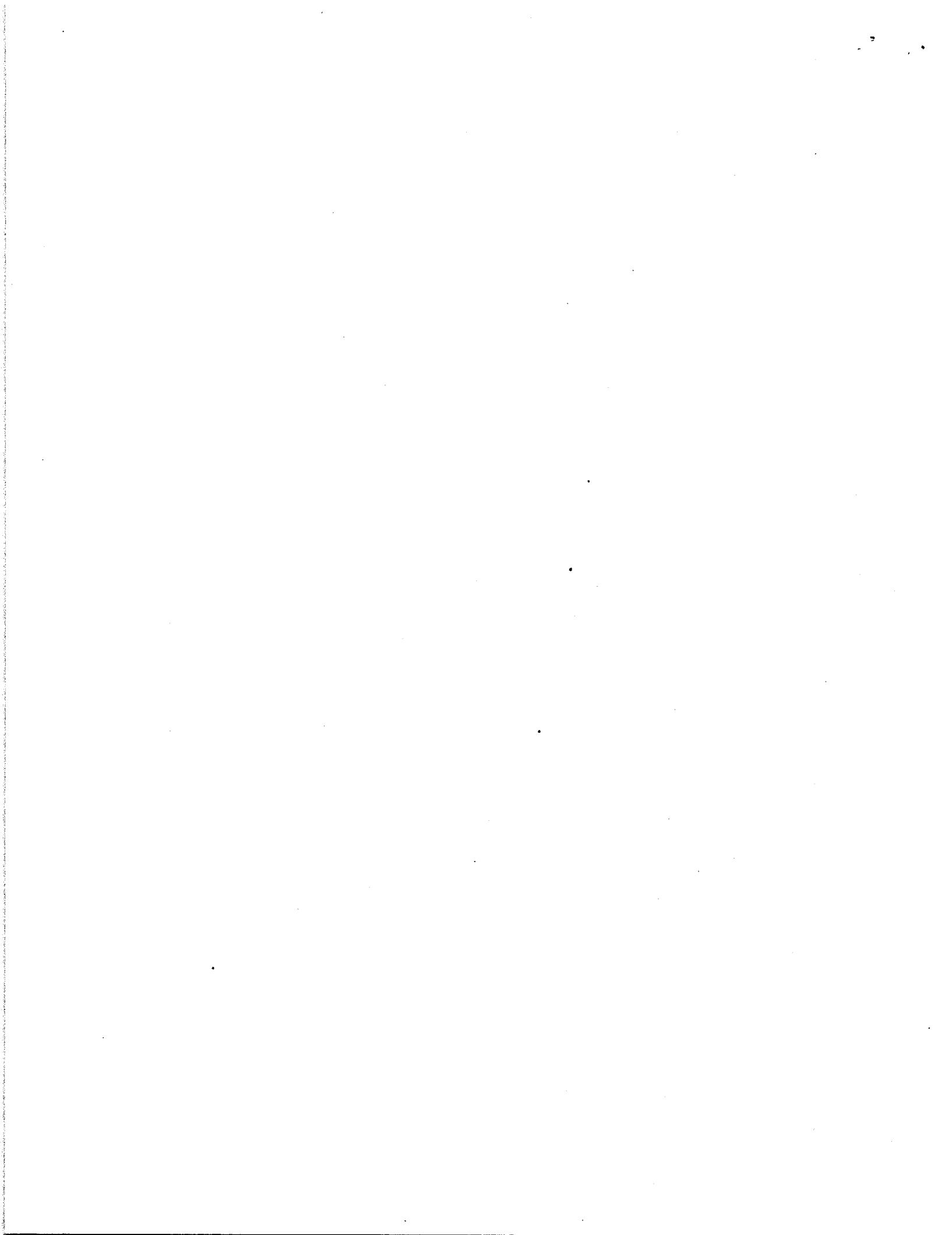
- C. **Eligibility.** City shall only authorize individuals who satisfy the eligibility requirements of "Users" to access the LEARN Software Service. Vigilant in its sole discretion may deny LEARN Software Service access to any individual based on such person's failure to satisfy such eligibility requirements.
 - D. **Account Security (City Responsibility).**
 - i. City shall be responsible for assigning an account administrator who in turn will be responsible for assigning to each of City's Users a username and password (one per user account). An unlimited number of User accounts is provided. City will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). City shall notify Vigilant immediately if City believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, City must notify Vigilant immediately if City becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.
 - ii. User logins are restricted to agents and sworn officers of the City. No User logins may be provided to agents or officers of other local, state, or Federal LEAs. LPR Data must reside within the LEARN Software Service and cannot be copied to another system, unless City purchases Vigilant's API.
 - E. **Data Sharing.** If City is a generator as well as a consumer of LPR Data, City at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access the LEARN Software Service (for example, LEAs who share LEA LPR Data with other LEAs).
 - F. **Subscriptions.** LEARN Software Service software applications and LPR Data is available to City and its Users on an annual subscription basis.
 - G. **Available API.** Vigilant offers an API whereby City may load LPR Data and provide for ongoing updating of LPR Data into a third-party system of City's choosing (the "API"). This service is offered as an optional service and in addition to the LEARN Commercial Data Subscription.
4. **Restrictions on Access to LEARN Software Service.**
- A. **Non-Disclosure of Confidential Information.** City and each User will become privy to Confidential Information during the term of this Agreement. City acknowledges that a large part of Vigilant's competitive advantage comes from the collection and analysis of this Confidential Information. Only as required by law will the City disclose such Confidential Information.
 - B. **Restrictions.** As a result of the sensitive nature of the Confidential Information, City agrees, except to the extent expressly permitted under this Agreement, (i) not to use or disclose, directly or indirectly, and not to permit Users to use or disclose, directly or indirectly, any LPR location information obtained through City's access to the LEARN Software Service or any other Confidential Information; (ii) not to download, copy or reproduce any portion of the LPR Data and other Confidential Information; and (iii) not to sell, transfer, license for use or otherwise exploit the LPR Data and other Confidential Information in any way. Additionally,

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City agrees to take all reasonable precautions to protect the Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Confidential Information as City would with City's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

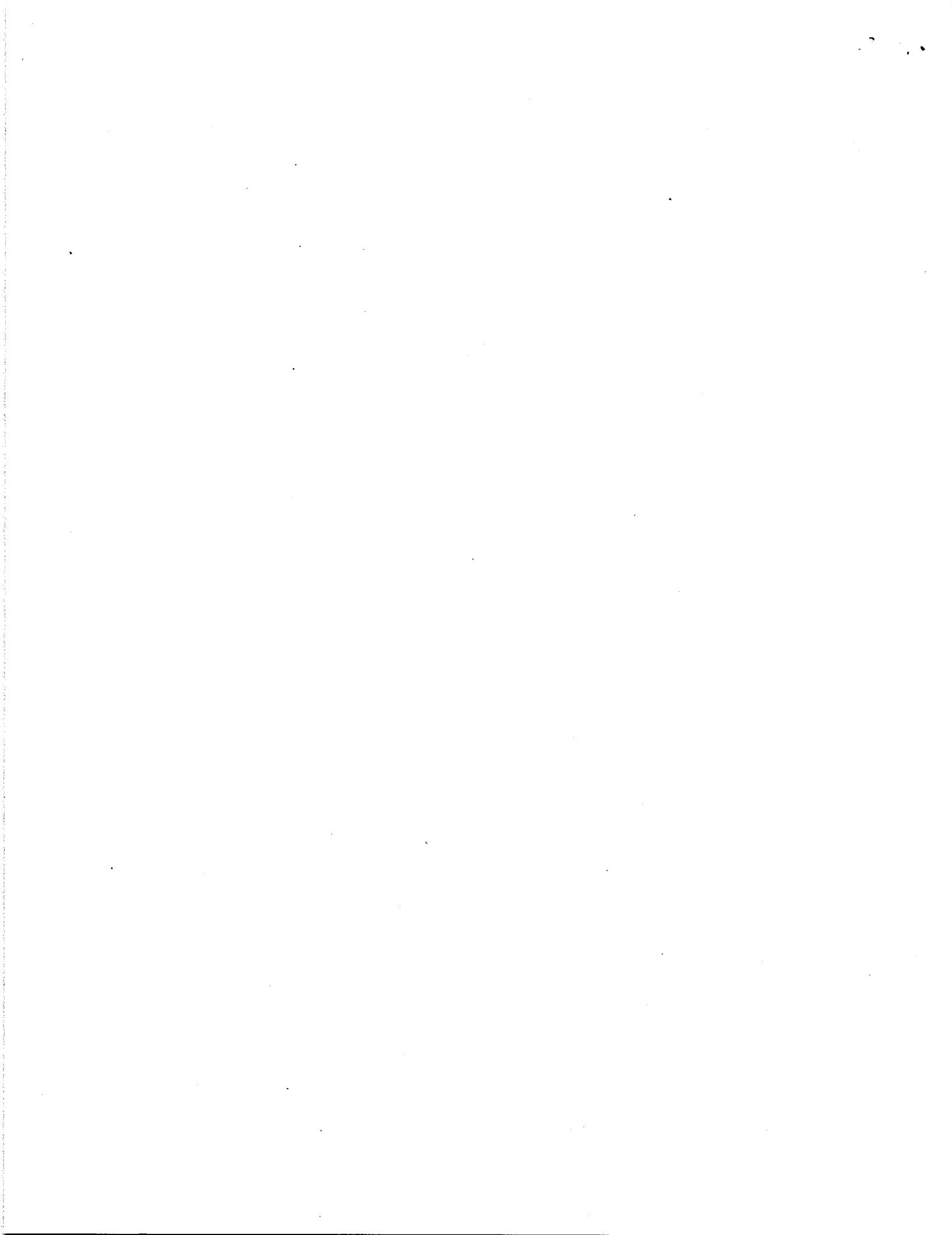
- C. Third Party Information.** City recognizes that Vigilant has received, and in the future will continue to receive, from LEAs associated with Vigilant their confidential or proprietary information ("Associated Third Party Confidential Information"). By way of example, Associated Third Party Confidential Information includes LEA LPR Data. City agrees, except to the extent expressly permitted by this Agreement, (i) not to use or to disclose to any person, firm, or corporation any Associated Third Party Confidential Information, (ii) not to download, copy, or reproduce any Associated Third Party Confidential Information, and (iii) not to sell, transfer, license for use or otherwise exploit any Associated Third Party Confidential Information. Additionally, City agrees to take all necessary precautions to protect the Associated Third Party Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Associated Third Party Confidential Information as City would with City's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Associated Third Party Confidential Information.
- D. Non-Publication.** City shall not create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that makes reference to the LEARN Software Service or this Agreement without first submitting the material to Vigilant and receiving written consent from Vigilant thereto. This restriction is specifically intended to ensure consistency with other media messaging.
- E. Survival of Restrictions and Other Related Matters.**
 - i. City agrees to notify Vigilant immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this **Section 4** by City or any User, and City shall reasonably cooperate with Vigilant to regain possession of the Confidential Information, prevent its further unauthorized use, and otherwise prevent any further breaches of this **Section 4**.
 - ii. No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.
 - iii. The restrictions set forth in this **Section 4** shall survive the termination of this Agreement for an indefinite period of time.
- F. Disclaimer.** Vigilant makes no express or implied representations or warranties regarding Vigilant's equipment, website, online utilities or their performance, availability, functionality, other than a warranty of merchantability and fitness for the particular purpose of searching for license plate locations in the database and performing other related analytical functions. Any other implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed and excluded.

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SECTION VI – REVISED TERMS AND CONDITIONS

**CITY OF PHOENIX
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181**

Vigilant Solutions, Inc.

Attn: Steve Cintron

2021 Las Positas Court, Suite #101

Livermore, California 94551

Telephone: 925-398-2079

E-mail: steve.cintron@vigilantsolutions.com

City's address for all purposes under this Agreement is:

Attn: _____

Telephone: _____

E-mail: _____

with a copy to:

Holland, Johns & Penny, L.L.P.
Attn: Margaret E. Holland
306 West Seventh Street, Suite 500
Fort Worth, Texas 76102
Telephone: 817-335-1050
E-mail: meh@hjpllp.com

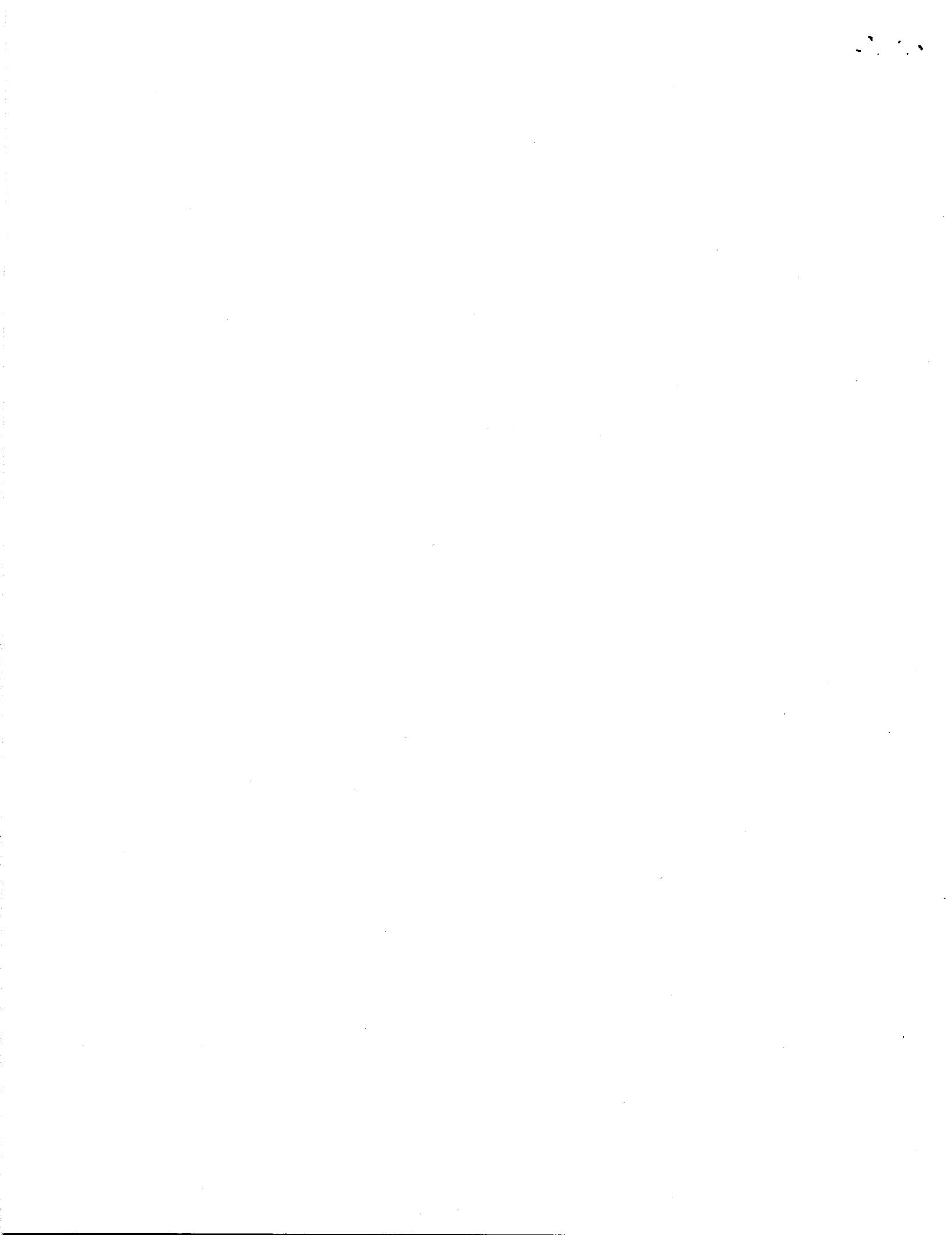
Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

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1) The names of agencies and organizations with which the Agency shares Automated License Plate Recognition (ALPR) data;

We do not share (ALPR) data

2) The names of agencies and organizations from which the Agency receives ALPR data;

100th Judicial District Attorney Traffic Enforcement

17th Judicial Circuit Drug Task Force

21st Drug Task Force

24th Judicial District Drug Task Force

32nd Judicial District Attorney Office

Abbeville Police Department

Aberdeen Police Department

ACJIC (api)

Acworth Police Department

Adams County MS Sheriff

Addison Police Department

Adel Police Department

Adrian Police Department

Alameda County Narcotics Task Force

Alameda Police Department

Alamo Heights TX PD

Alamosa County Sheriffs Department

Alapaha Police Department

ALEA

Allen Police Department

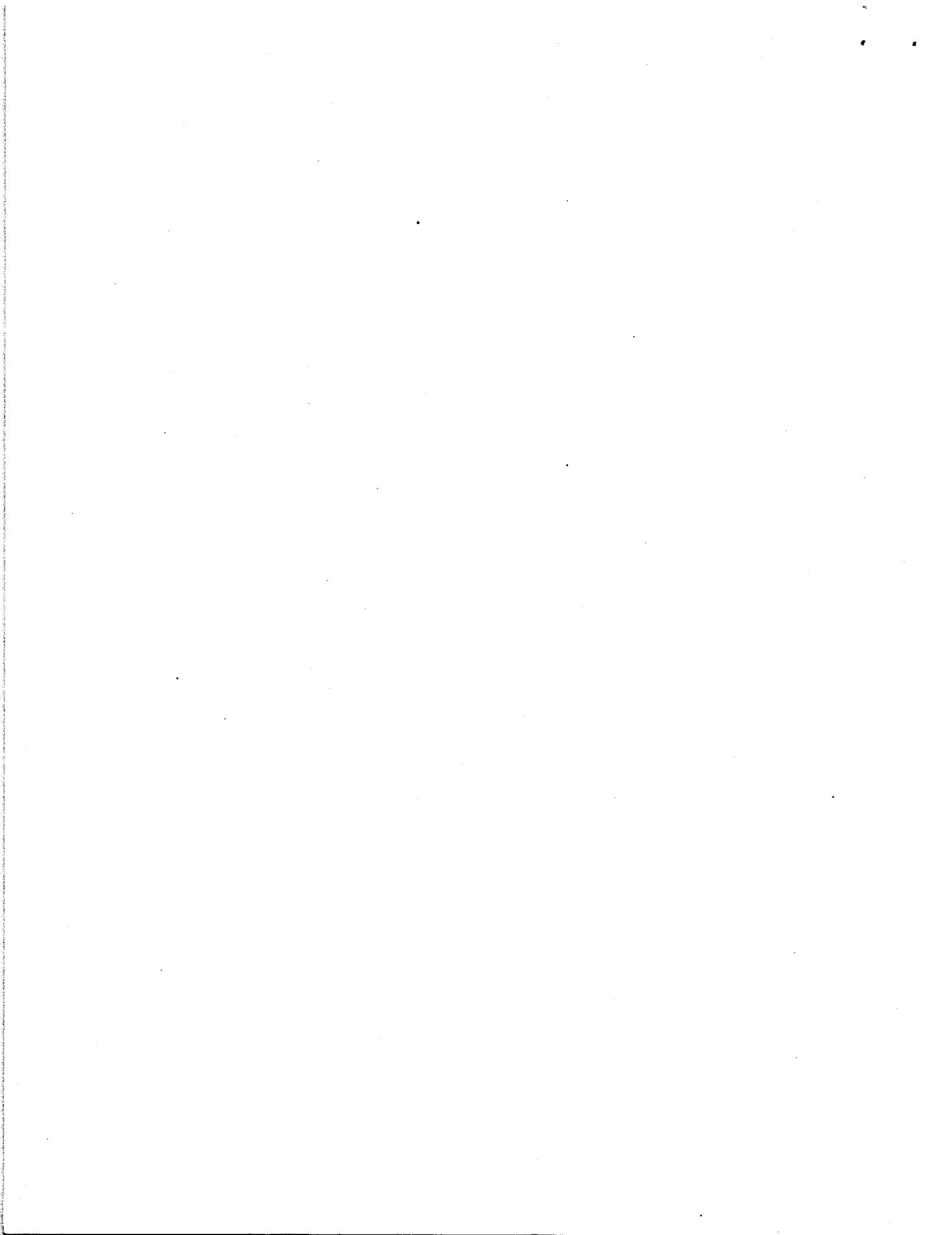
Allendale County Sheriffs Office

Alma Police Department

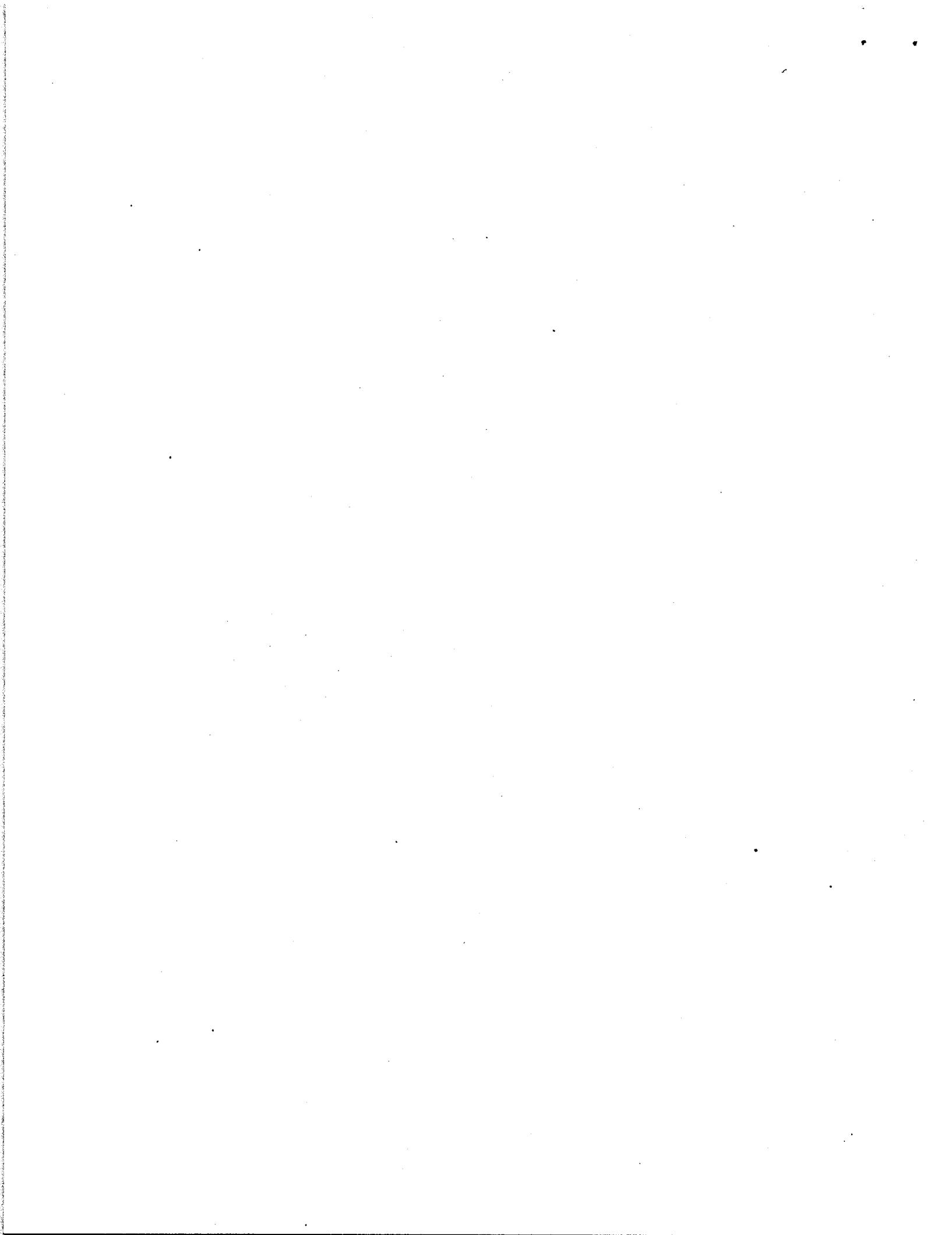
Amberley Police Department

American Canyon Police Department

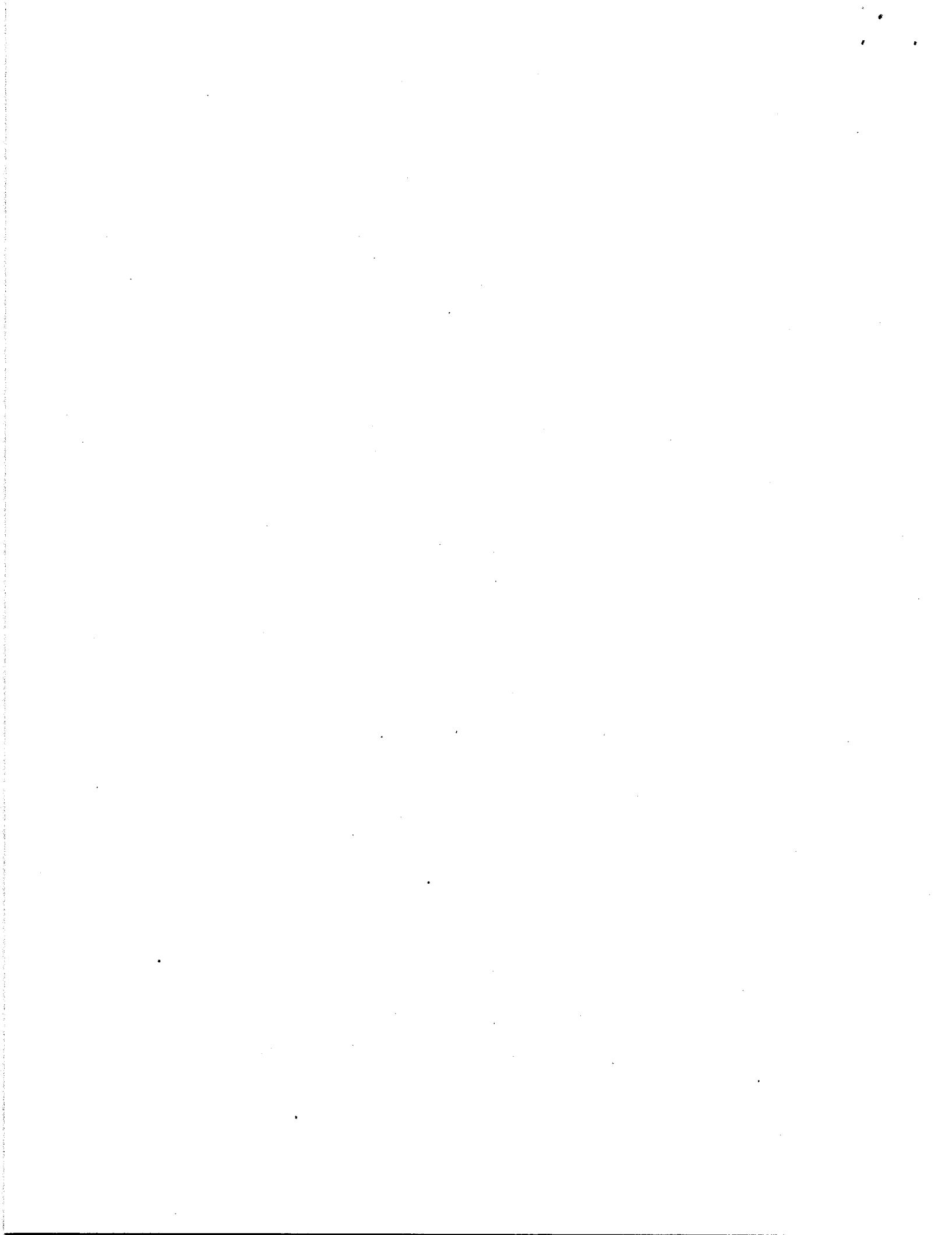
Anaheim Police Department



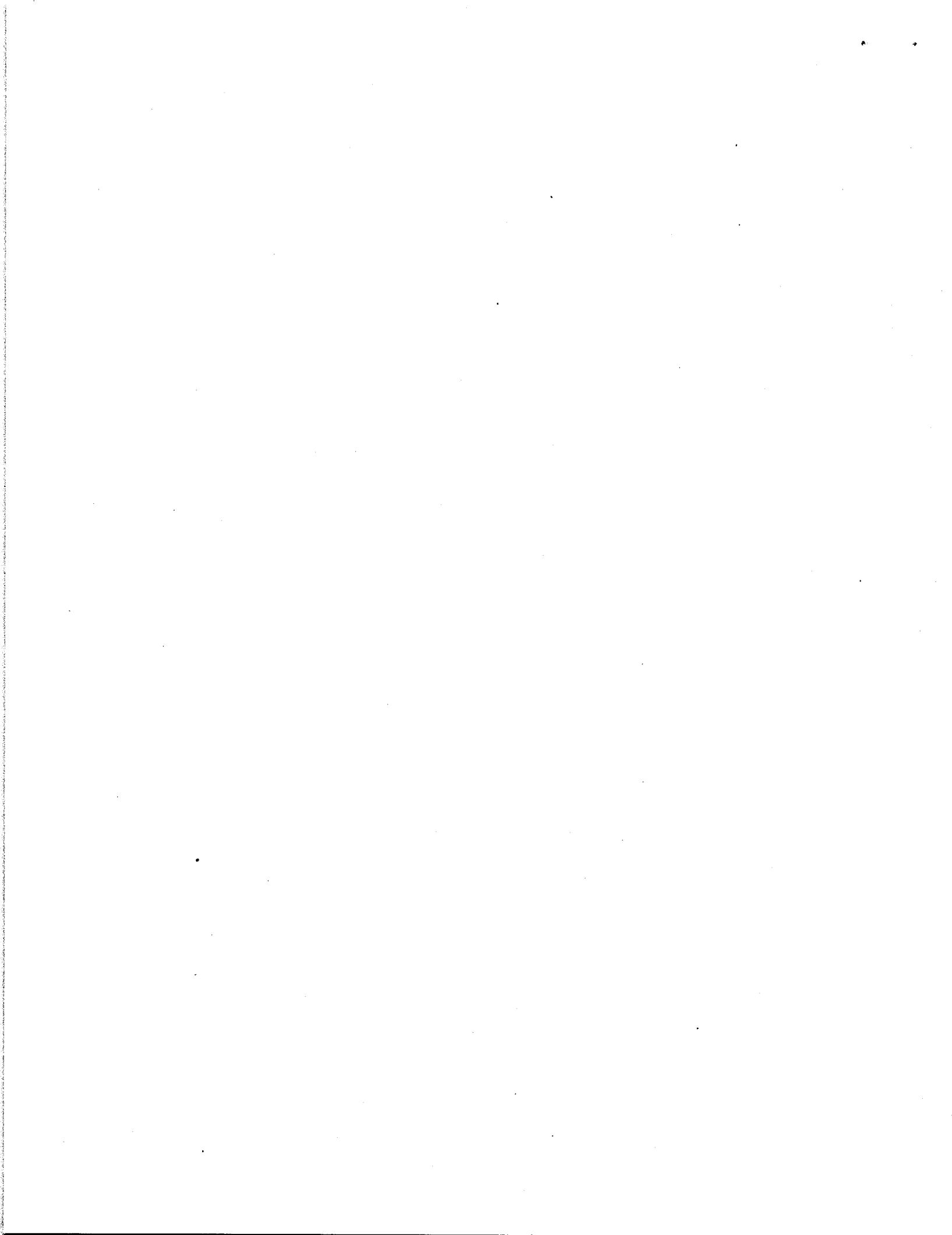
Antioch Police Department CA
Aragon Police Department
Arapahoe County Sheriff Office
Arcade Police Department
Arcadia Police Department
Ardsley Police Department
Arizona Department of Public Safety
Arlington Police Department (TX)
Arnold Police Department
Atascosa County Constables
ATF National Account
Athens-Clarke Police Department
Atlantic City International Airport
Auburn Police Department
Auburn Police Department CA
Austin Police Department
Austin Regional Intelligence
Avondale Estates Police Department
Azusa Police Department
Baker County Sheriff
Bakersfield Police Department
Baldwin County Sheriffs Office
Ball Ground Police Department
Banks County Sheriffs Office
Bartlett Police Department
Bartow County Sheriffs Office
Bartow Police Department
Batesville PD
Beachwood Police



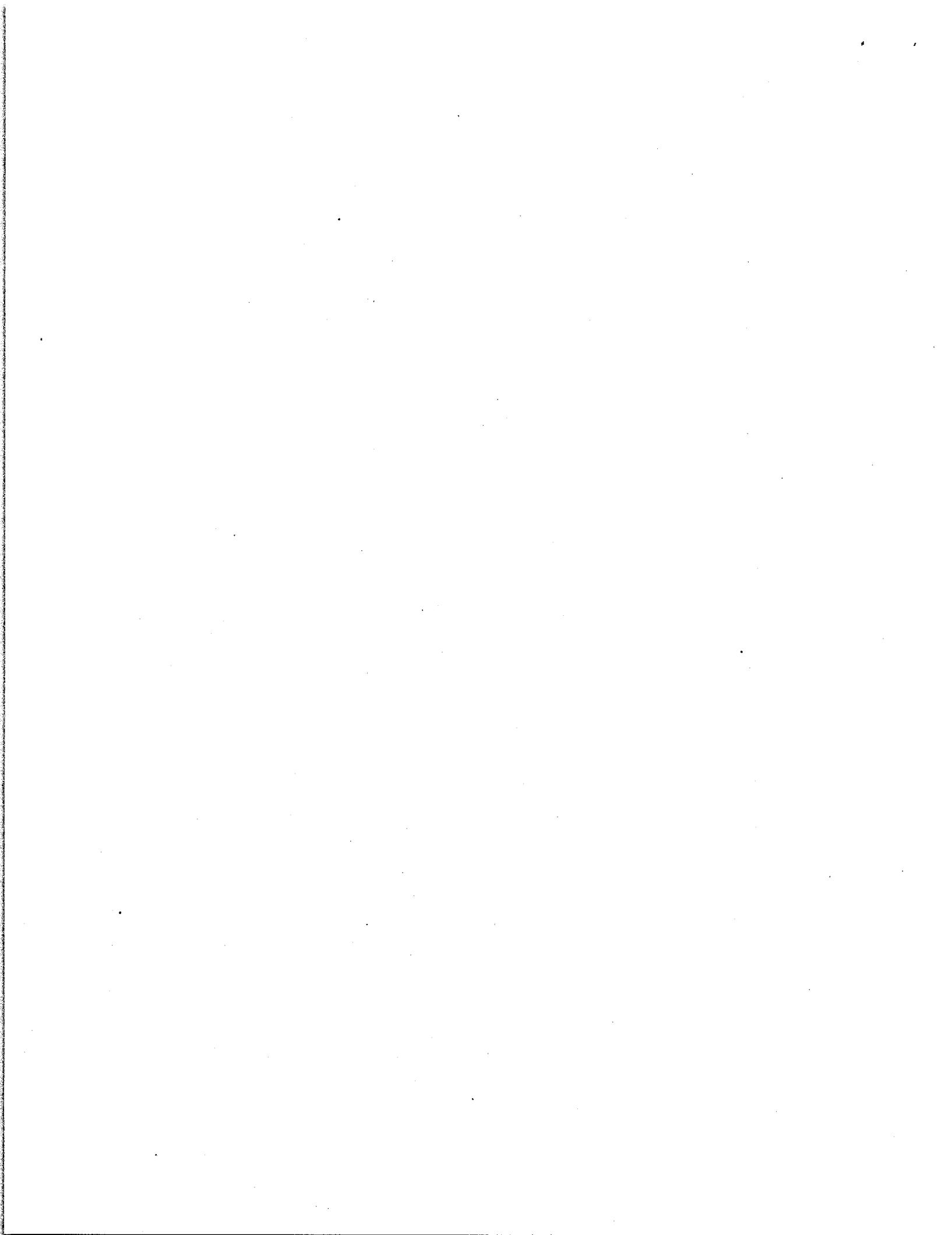
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Beaumont Police Department
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Bell Gardens Police Department
Bell Police Department
Belleville Police Department
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Ben Hill County Sheriffs Office
Bensalem Township Police Department
Bernardsville Police Department
Bessemer Police Department
Beverly Hills Police Department
Bexar County Constables (Demo)
Bexar County SO
Binghamton Police Department
Birmingham Police Department
Blairsville Police Department
Bloomfield Police Department
Bloomingdale Police Department
Bloomingdale Police Department IL
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Boca Raton Police Department
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Boone County Sheriff Office
Boonville Police Department
Bossier City PD
Bossier Sheriffs Office



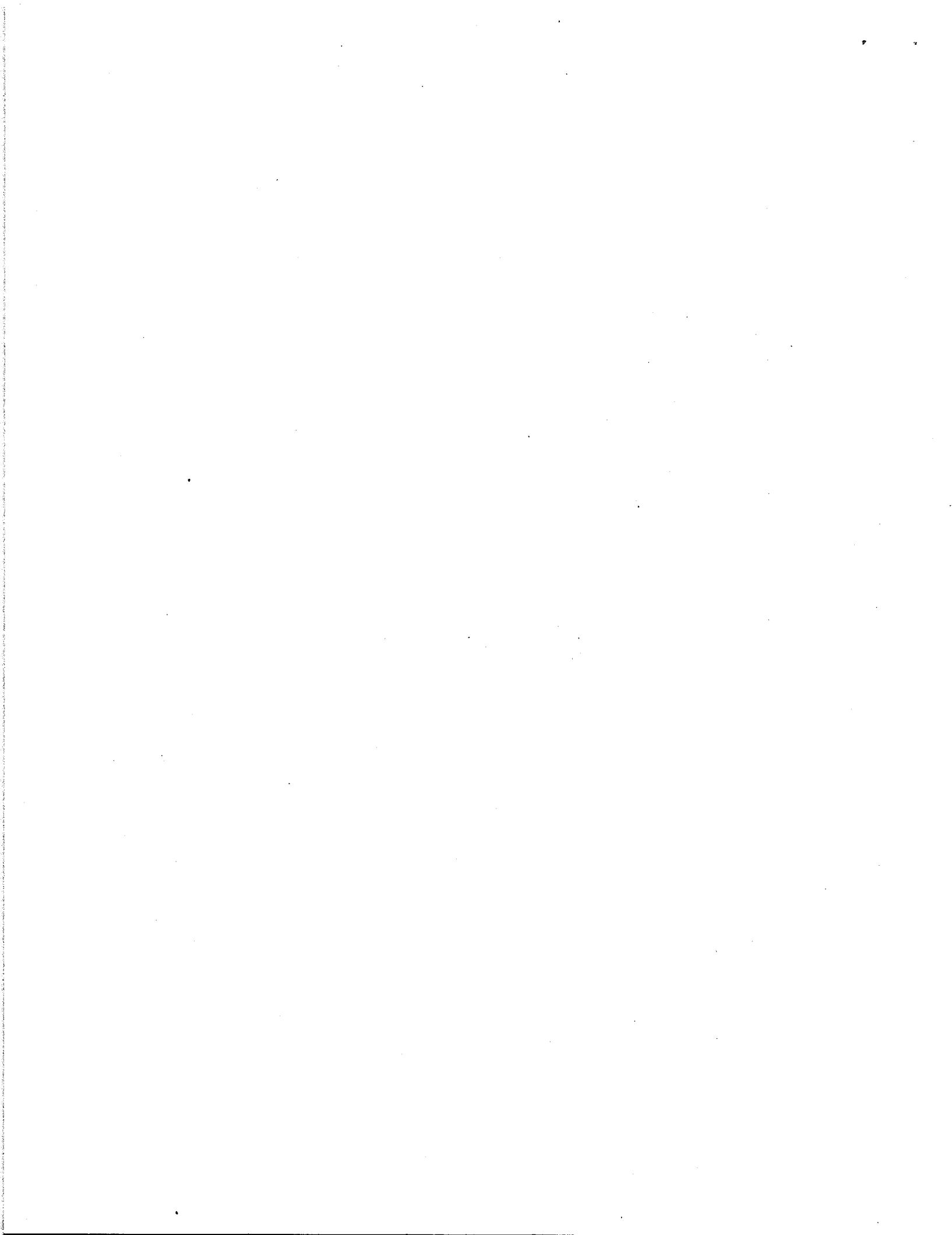
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Bronxville Police Department				
Brookhaven Police Department				
Brooks County Sheriffs Office				
Broome County Sheriffs Office				
Buena Park Police Department				
Buffalo Police Department				
Bulloch County Sheriffs Office				
Bulverde Police Department				
Burbank Police Department				
Burleson Police Department				
Burlington Police NC				
Burnet County TX Law Enforcement				
Burr Ridge Police Department				
Butler Police Department				
Byron Police Department				
CAL FIRE				
Calcasieu Parish Sheriffs Office				
Calhoun County Sheriffs Office				
Calhoun County Sheriffs Office (AL)				
California Franchise Tax Board				
CalWin Sandbox				



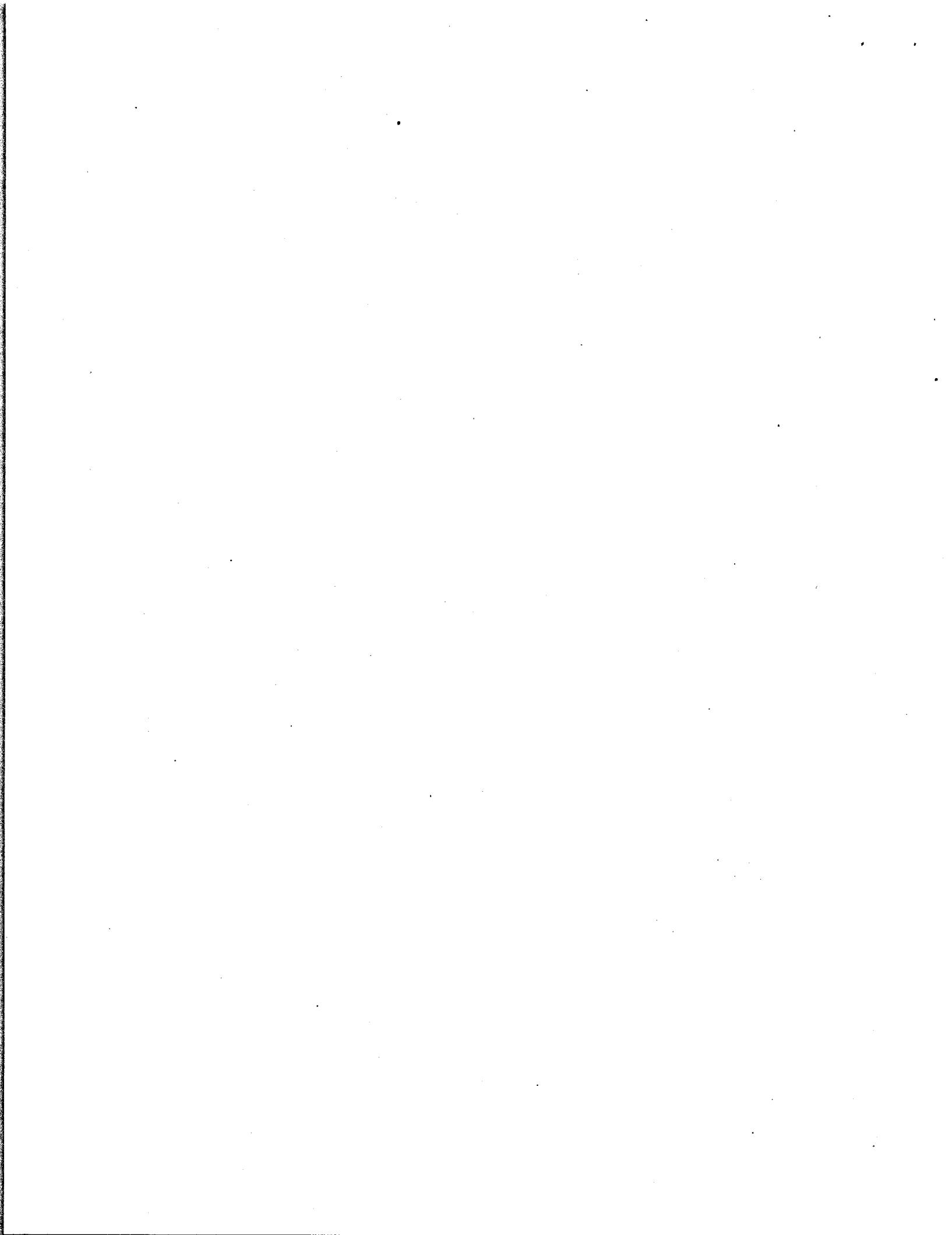
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Canton Township Police Department
Cape Coral Police Department
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Carlsbad Police Department
Carroll County Sheriffs Office
Carrollton Police Department
Carrollton Police Department TX
Carson City Sheriffs Dept
Cartersville Police Department
Carthage Police Department
Casa Grande Police Department
Castle Hills Police Department
Castle Rock Police Department
Cathedral City Police Department
Cayuga Heights Police Department
CDCR CPAT
Cecil County Sheriffs Office
Cedar Hill PD
Cedar Rapids Police Department
Cedartown Police Department
Center Point Department of Public Safety
Centerville Police Department
Chambersburg Police Department
Chamblee Police Deparment



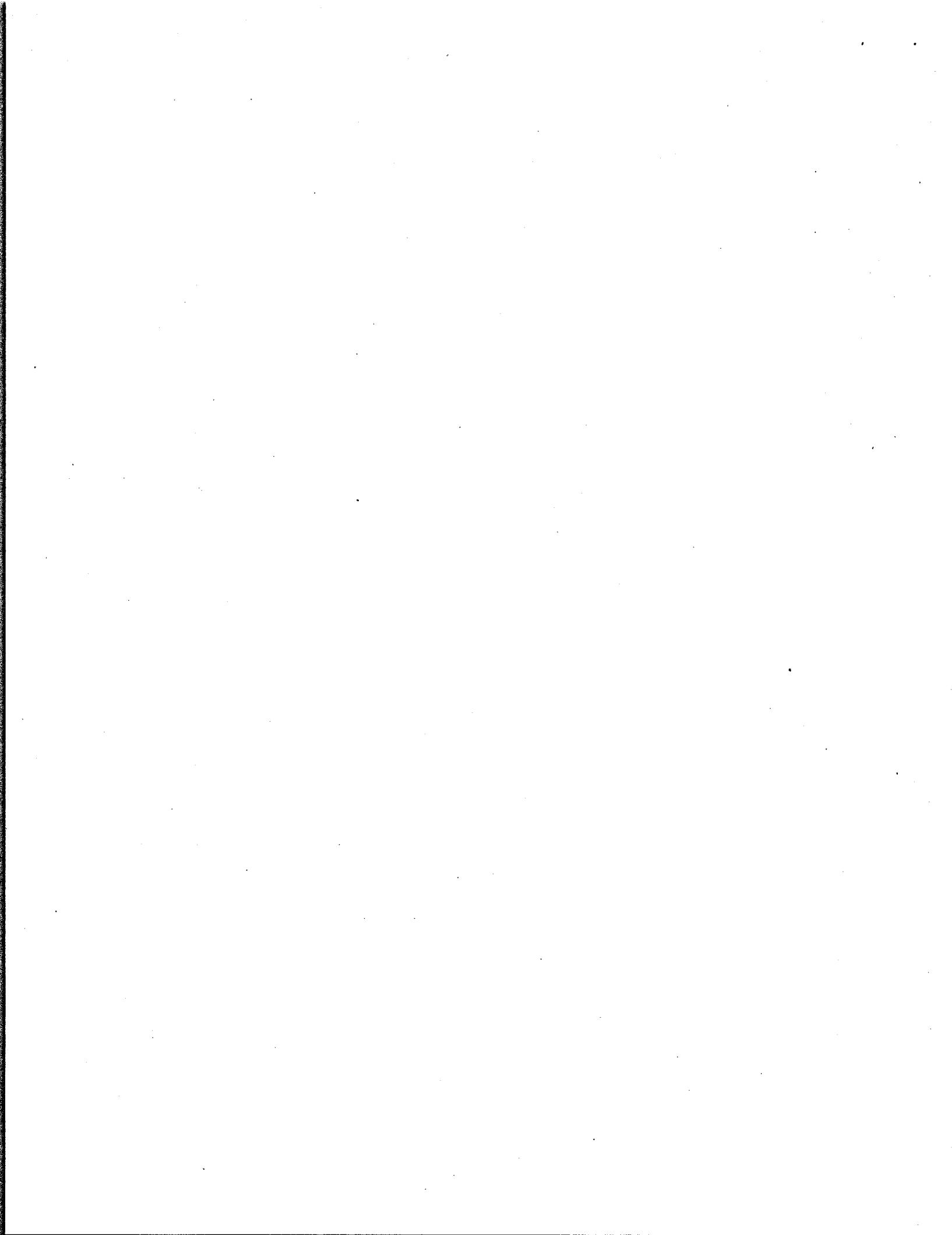
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<p>Chicago HIDTA</p>			
<p>Chicago Police Department</p>			
<p>Chino Police Department</p>			
<p>CHP Counterterrorism and Threat</p>			
<p>Christian County Sheriff MO</p>			
<p>Chula Vista Police Department</p>			
<p>Cincinnati Police Department</p>			
<p>Citrus Heights Police Department</p>			
<p>City of Burleson Municipal Court</p>			
<p>City of Garrett Police Department</p>			
<p>City of Kirby</p>			
<p>City of Pittston Police Department</p>			
<p>City of San Carlos</p>			
<p>City of Vidor</p>			
<p>City of White Police Department</p>			
<p>Clackamas County Sheriffs Office</p>			
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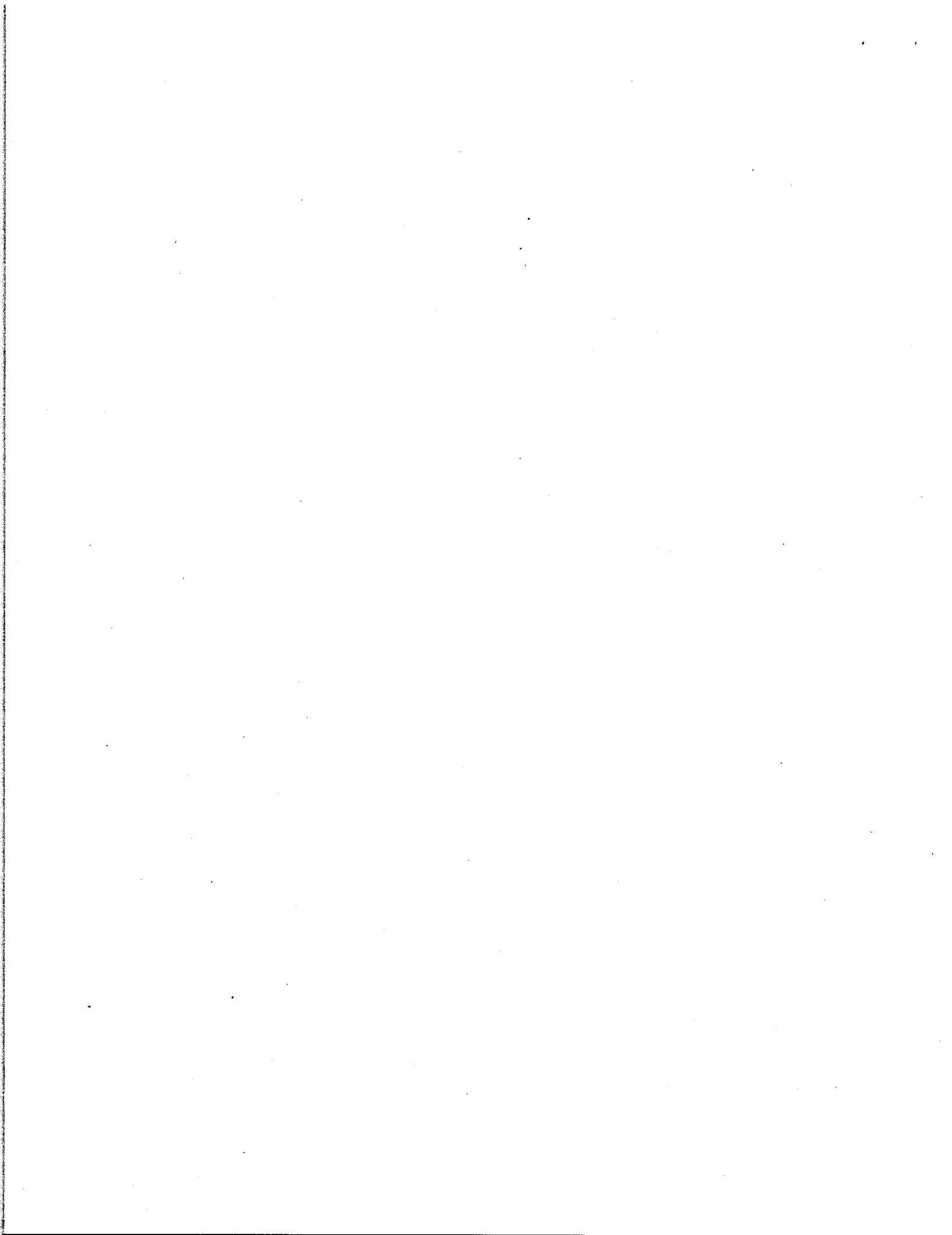
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College Park Police Department
College Station Police Department
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Collins Police Department
Colorado State Patrol
Colquitt Police Department
Corner Police Department
Commerce City Police Department
Conecuh Sheriffs Department
Conroe Police Department
Contra Costa County Sheriffs
Conyers Police Department
Cook County States Attorney
Coppell Police Department
Coral Gables Police Department
Coral Springs Police Department
Corona Police Department
Costa Mesa Police Department
County of San Mateo Sheriffs Office
Covington Police Department
Coweta County Sheriffs Office
Coweta County Sheriffs Office (CSU)
Crowley Police Department
CSU Fullerton Police Department
Cumming Police Department



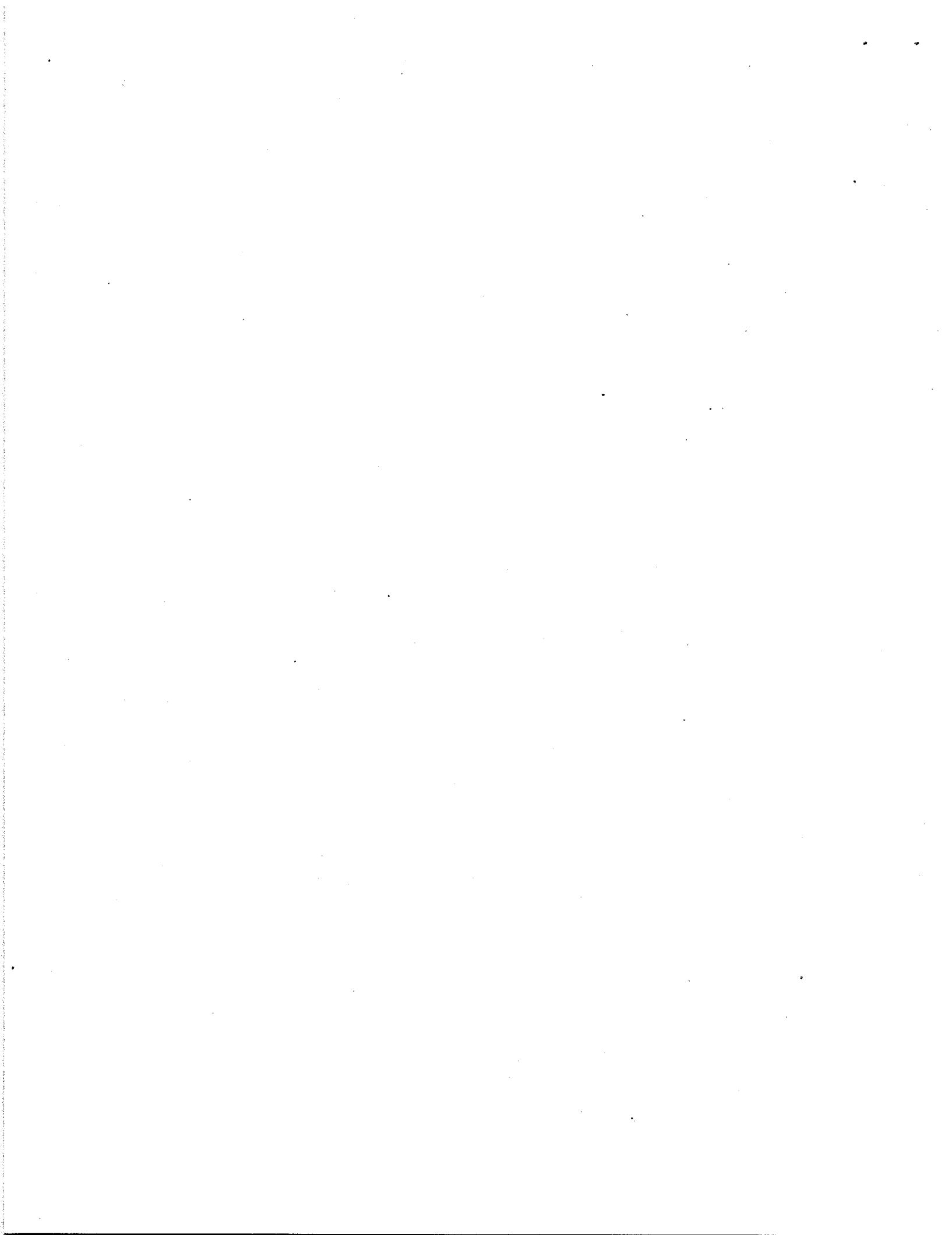
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Dallas City Marshal				
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Danville Police Department CA				
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Decatur Police Department				
Deer Park Police Department				
DeKalb County Police Department				
Delaware County Sheriffs Office				
Delaware State Police				
Delta Regional Auto Theft Team				
Demorest Police Department				
Denton County Sheriff Office				
Denton Police Department				
Department of Labor OIG (DOL OIG)				
Department of Transportation - Phoenix Arizona				
Department of Veterans Affairs Police				
Des Peres Police Department				
DeSoto Police Department TX				
DFW Airport				
DHS Bulk Cash Smuggling Center				
Dickinson County Sheriffs Office				
Dickinson Police Department				
Dillard Police Department				
Dilley Police Department				



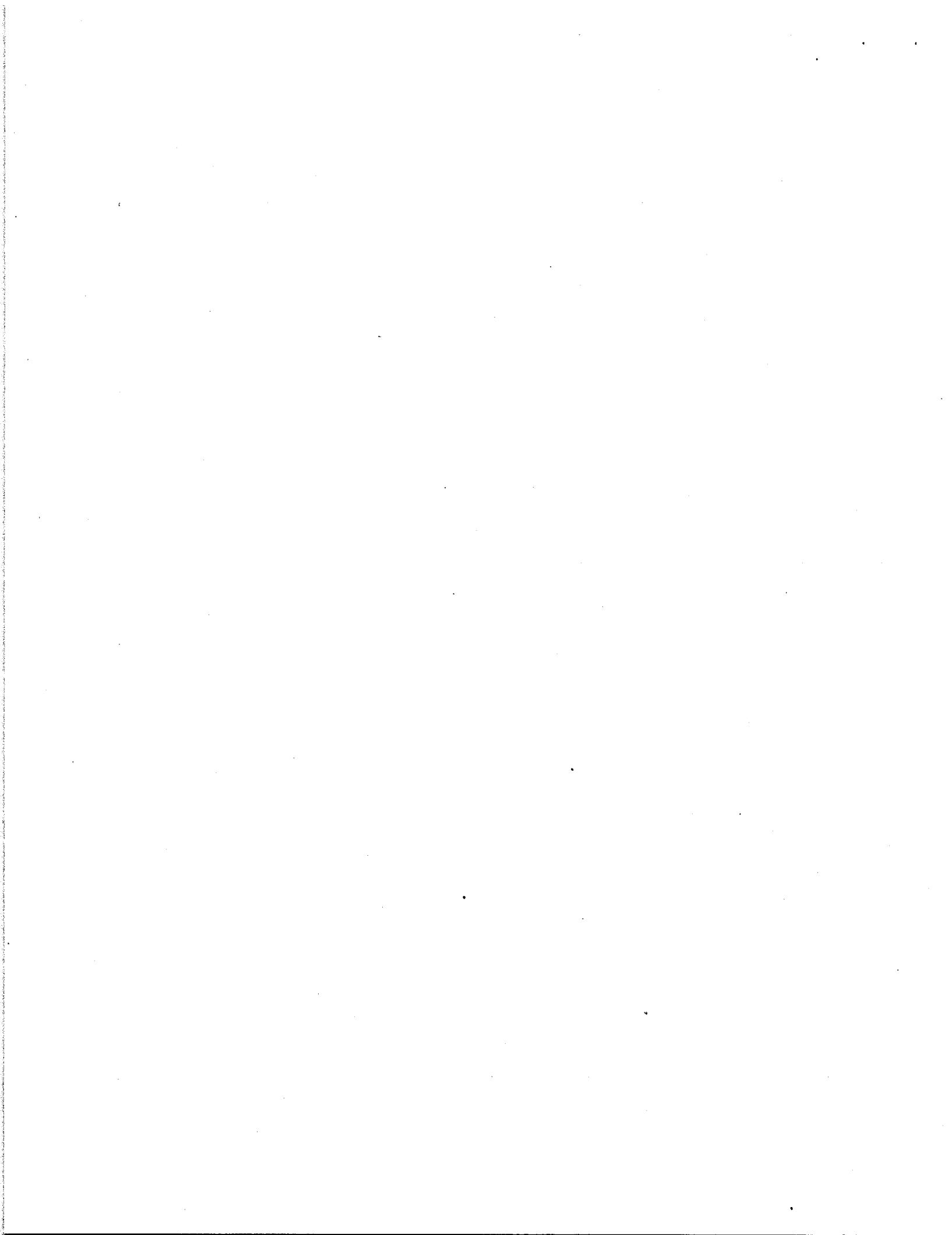
District 21 Drug Task Force
Doerun Police Department
DOJ - Bureau of Firearms
Donalsonville Police Department
Dooly County Sheriffs Office
Doraville Police Department
Dothan Police Department
Douglas County Sheriff (CO)
Douglas County Sheriffs Office
Douglasville Police Department
Downers Grove Police Department
Downey Police Department
Drug Task Force 17th Judicial District
Dryden Police Department
Dublin Police Department
Dublin Police Department (OH)
Dublin Police Department CA
Duluth Police Department
Dunwoody Police Department
Dutchess County Sheriff
East Chicago Police Department
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Echols County Sheriffs Office
Edinburg Police Department
Edwardsville Police Department
Effingham County Sheriffs Office
El Cajon Police Department
El Dorado County Sheriff



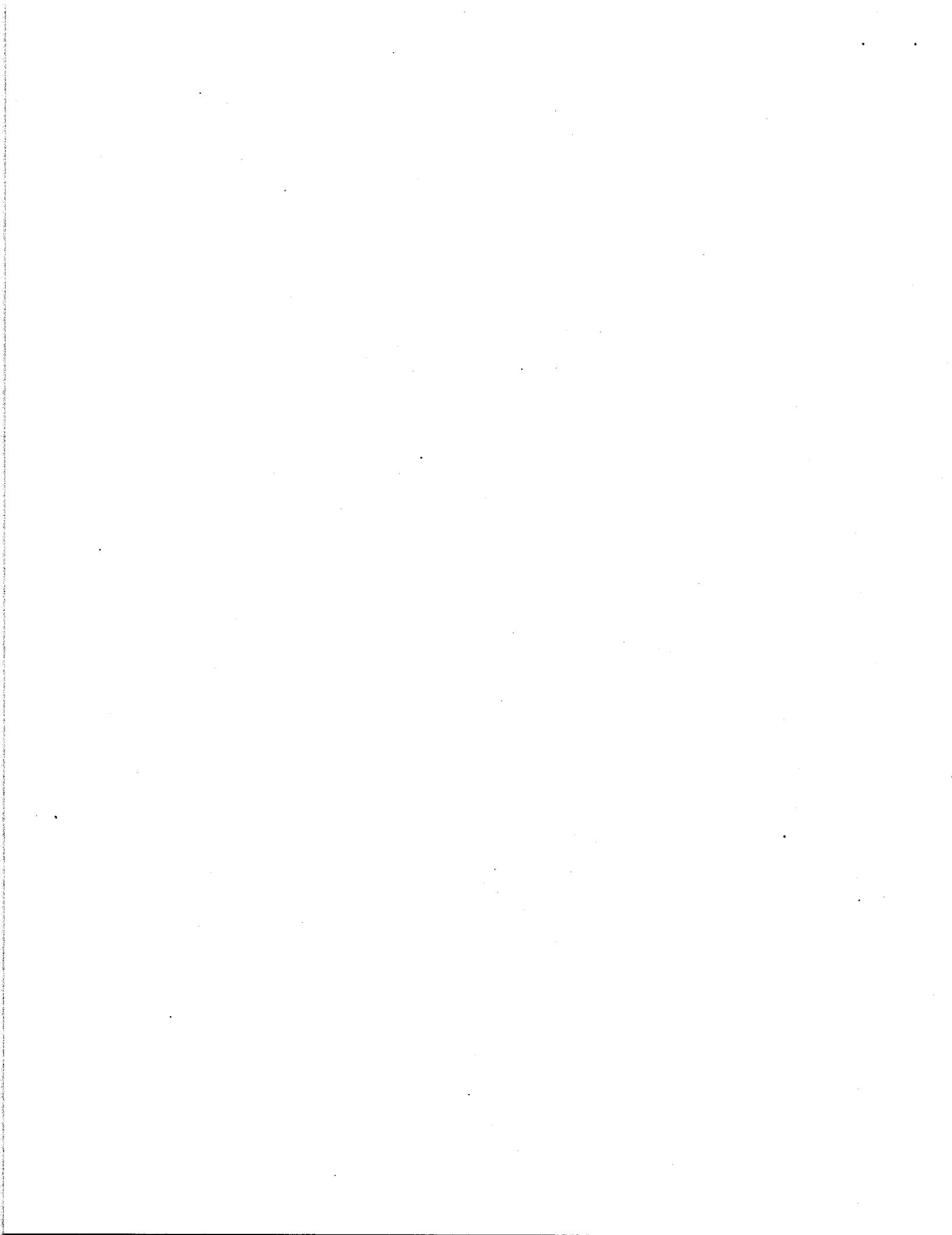
El Paso Police Department
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Elk Grove Police Department
Elmhurst Police Department
Emanuel County Sheriffs Office
Emeryville Police Department
Enfield Police Department
Evergreen Park Police Department
Fairfield Police Department CA
Fairfield Police Department CT
Fairport Police Department
Fannin County Sheriffs Office
Farmers Branch Police Department
Fayette CO TX SO
Fayette County Sheriffs Office
Fayetteville Police Department
Federal Bureau of Investigation
Federal Way Police Department
Fitzgerald Police Department
Flemington Police Department
Flint Police Department
Foley Police Department
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Fontana Police Department
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Fort Bend County Sheriffs Office
Fort Lauderdale Police Department
Fort Worth Police Department
Fountain Valley Police Department



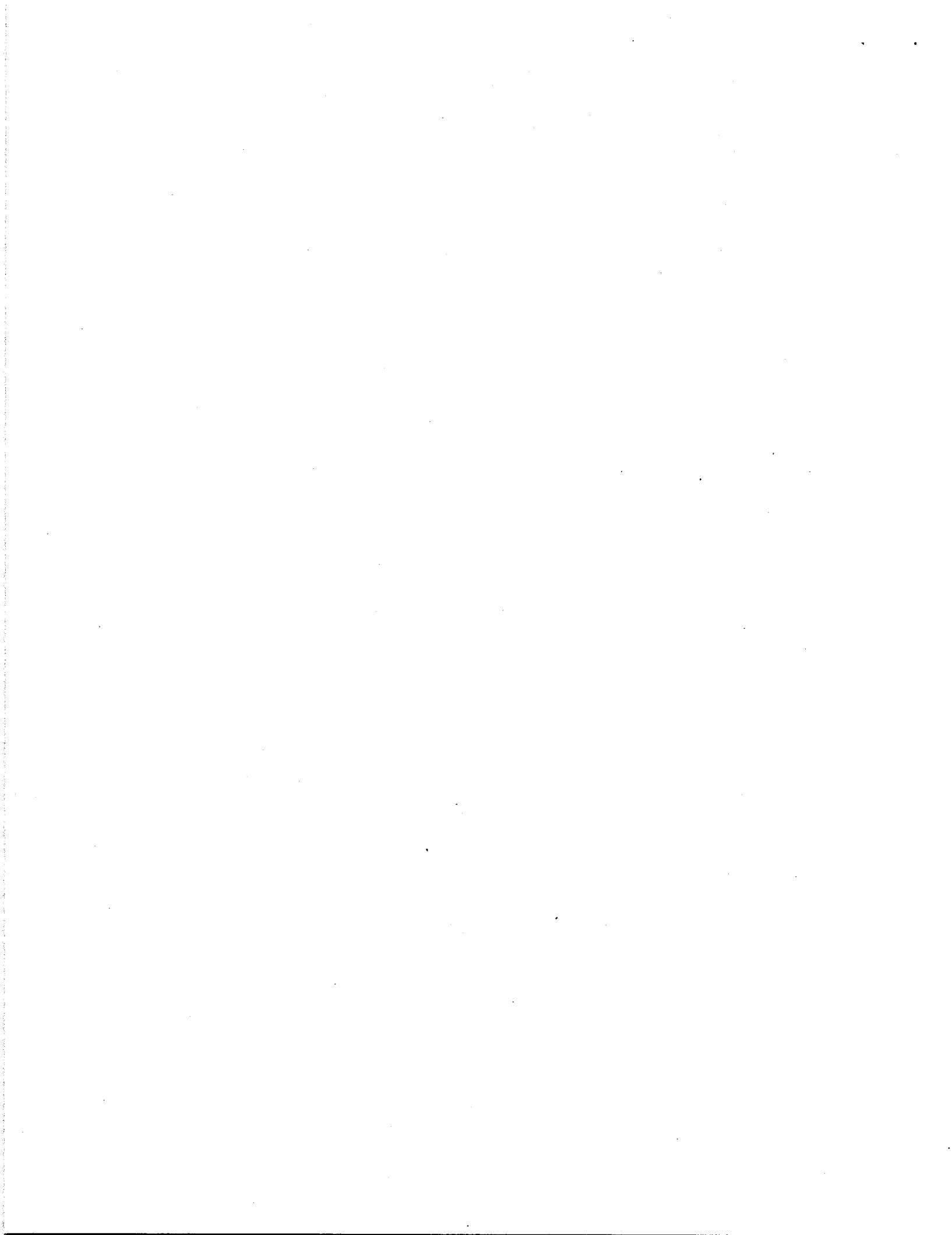
Franklin County Sheriff
Franklin County Sheriffs Office
Freeway Safety Network - EAST BAY
Fresno Police Department
Frisco Police Department
Fullerton Police Department
Fulton County Police Department
Gainesville Police Department
Galt Police Department
Galveston Auto Theft Task Force
Garden Grove Police Department
Gardena Police Department
Gaston Police Department
Geary County Sheriff
Georgia Tech Police Department
Giddings Police Department
GJPD
Glen Ellyn Police Department
Glendale Police Department
Glendale Police Department AZ
Glendora Police Department
Glenn County Sheriffs Office
Glendora Police Department
Glenn County Sheriffs Office
Golden Beach Police Department
Grand Prairie Police Department
Grants Pass Department of Public Safety
Grantville Police Department
Greece NY Police Department



Greenburgh Police Department
Greene County sheriffs Office
Greenwich-CT Police Department
Gresham Police Department
Griffith Police Department (IN)
Grosse Ile Police
Grosse Pointe Park Public Safety
Groton Police Department
Grundy County States Attorney Office
Guadalupe County Constables
Guadalupe County Sheriffs Office
Gulf Shores Police Department
Gulfport Police Department
Gwinnett County Police Department
Habersham County Sheriffs Office
Hagan Police Department
Hamilton County Sheriff (IN)
Hammond Police Department
Hampton County Sheriffs Office
Hapeville Police Department
Hardin County Sheriffs Office
Harlem Police Department
Harris County District Attorney's Office
Harris County Sheriffs Office
Hartford Police Department
Hawthorne Police Department
Hayward Police Department
Hermosa Beach Police Department
Hickory Hills Police Department



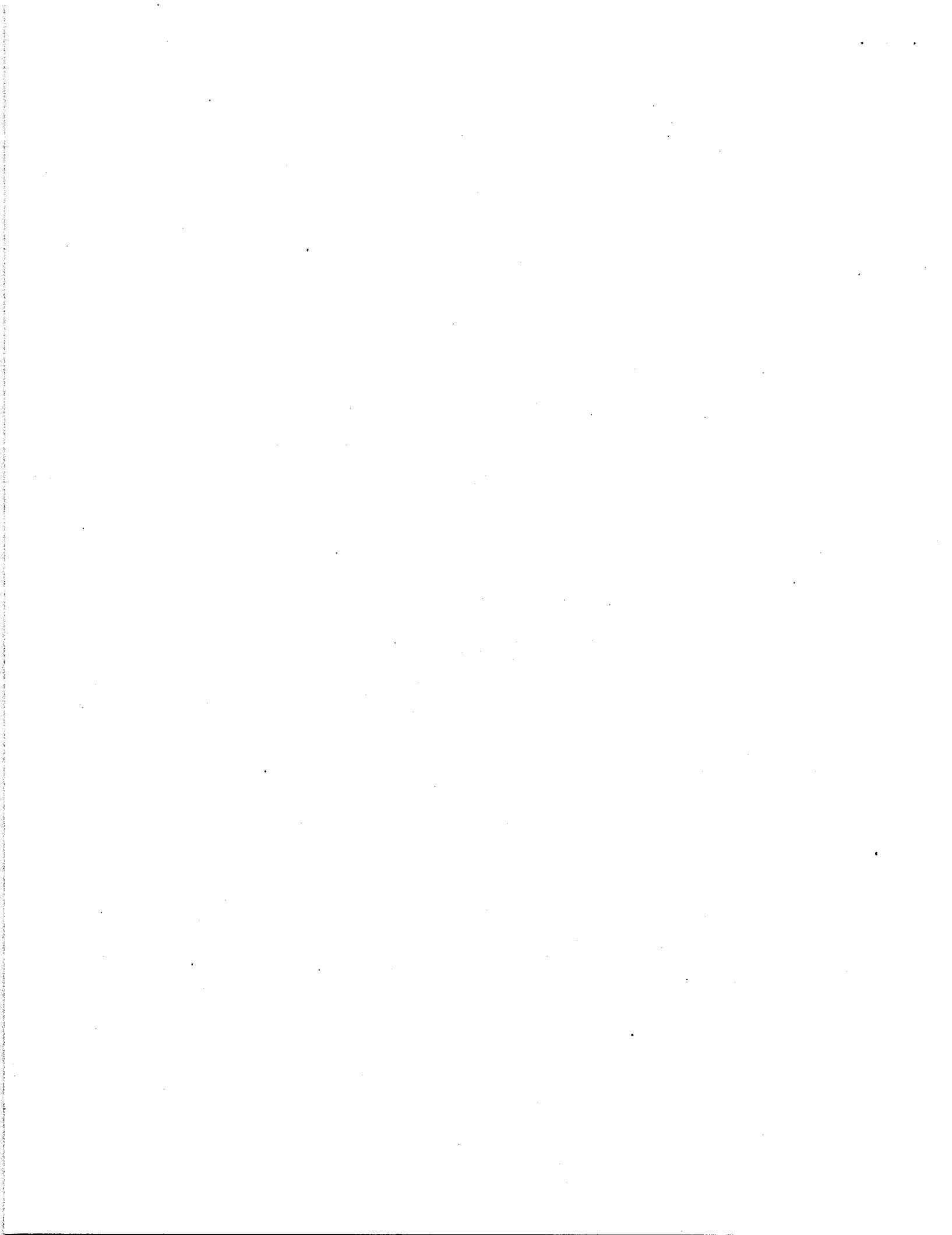
HIDTA - Central Valley California
Highland Park Dept of Public Safety
Highland Police Department
Hill Country Village Police Department
Hillsboro Police Department
Hillsborough County Sheriffs Office
Hinesville Police Department
Hinsdale Police Department
Hiram Police Department
Hogansville Police Department
Holly Springs Police Department
Hollywood Park Police Department
Hollywood Police Department (FL)
Homerville Police Department
Homestead Police Department (PA)
Homewood Police Department
Honolulu Police Department
Hoover Police Department
Hopkinsville Police Department
Houston Police Department
HTU
Huntington Beach Police Department
Iberville Parish LA SO
ICE
Illinois State Police BATTLE Task Force
Imperial County Regional ALPR Program
Indian Creek Village
Indiana Intelligence Fusion Center
Indiana State Police



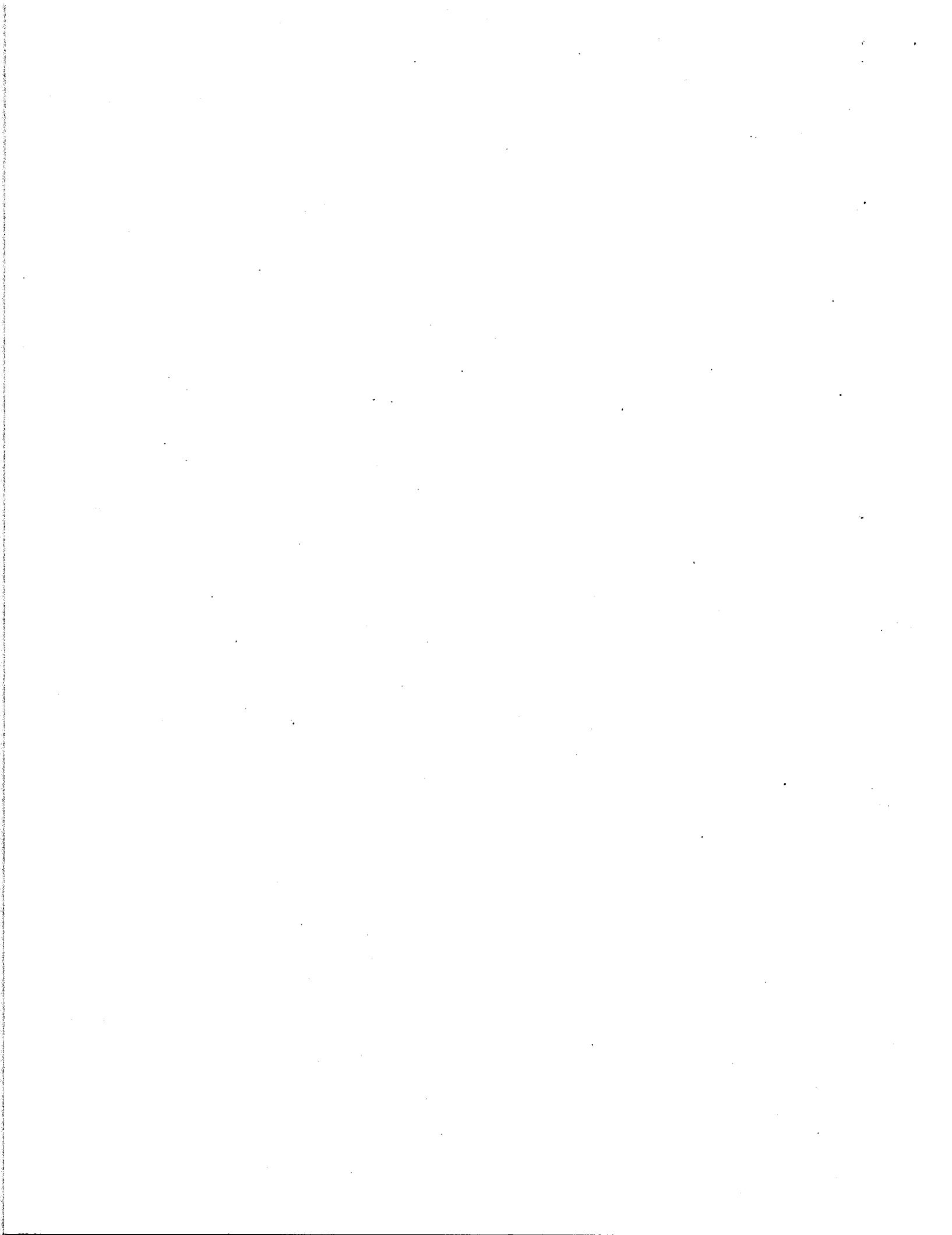
Indianapolis Division Homeland Security
Indianapolis Police Department
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Irvine Police Department
Irving Police Department
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Jackson County Sheriffs Office
Jacksonville Police Department GA
Jasper County Sheriff MO
Jasper County Sheriffs Office MS
JCSO Special Ops
JCSO-MACC
Jefferson City Police Department
Jefferson CO TX SO
Jefferson County Sheriffs Office
Jim Wells County Sheriffs Office
Johns Creek Police Department
Johnson County Sheriffs Office
Joint Regional Intelligence Center
Jones County Sheriffs Department
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Kansas City Police Department
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Kings Point Police Department
Kingston Police Department
Kirkwood Police Department



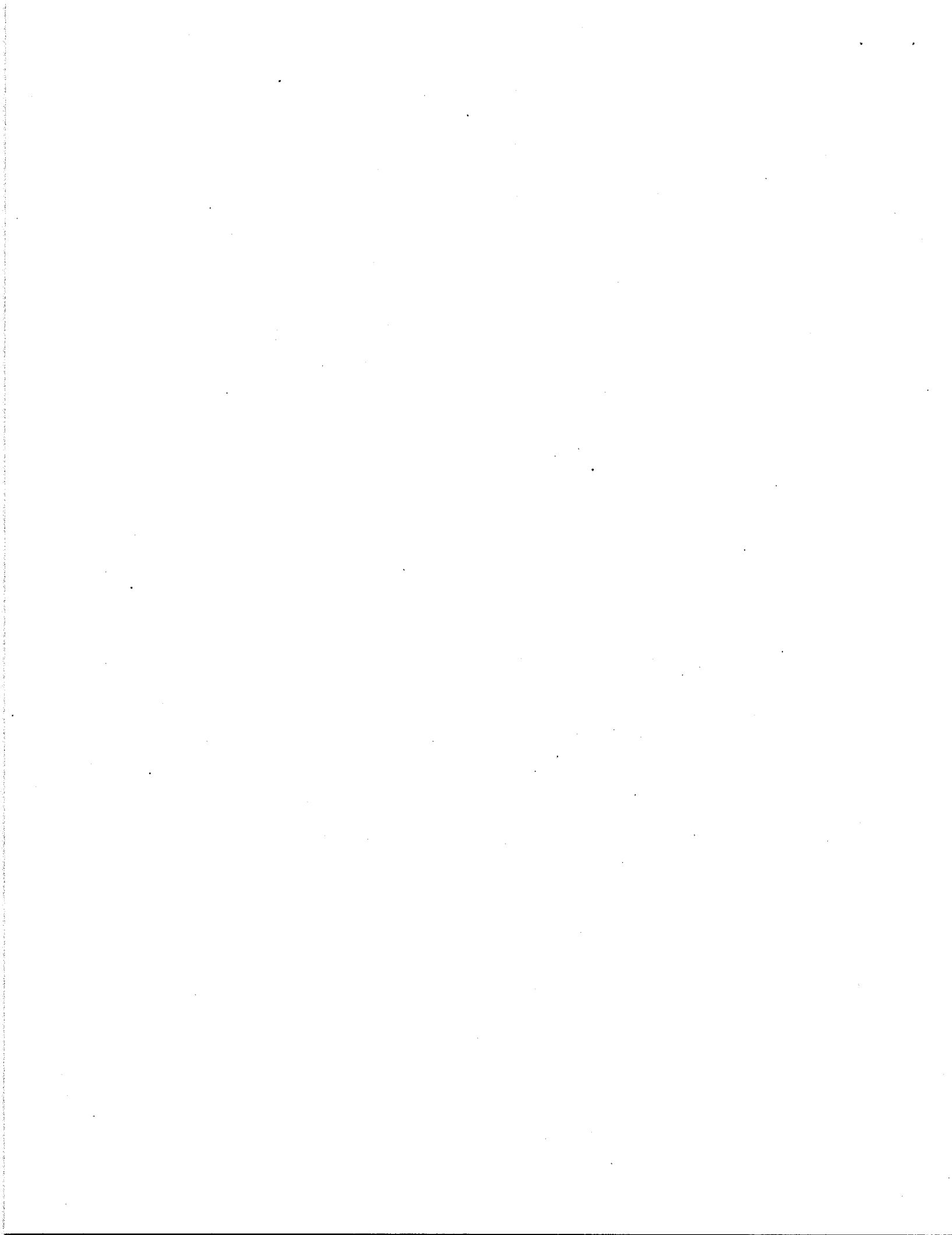
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L.A. County Sheriffs Dept
La Habra Police Department
La Mesa Police Department
La Palma Police Department
LA Port Police
La Verne Police Department
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Laguna Beach Police Department
Lake City Police Department
Lake Ozark Police Department
Lake St Louis Police Department
Lakeland Police Department
Lakeway Police Department
Lamar County Sheriffs Department
Lancaster County Sheriffs Office
Lanier County Sheriffs Office
Lansing Police Department
Las Vegas Metro Police Department
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Lee County Alabama Sheriffs Office
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Lee County Sheriffs Office (GA)
Lees Summit Police Department
Leesburg Police Department
Leslie Police Department
Lewisville Police Department
Lexington County Health Services



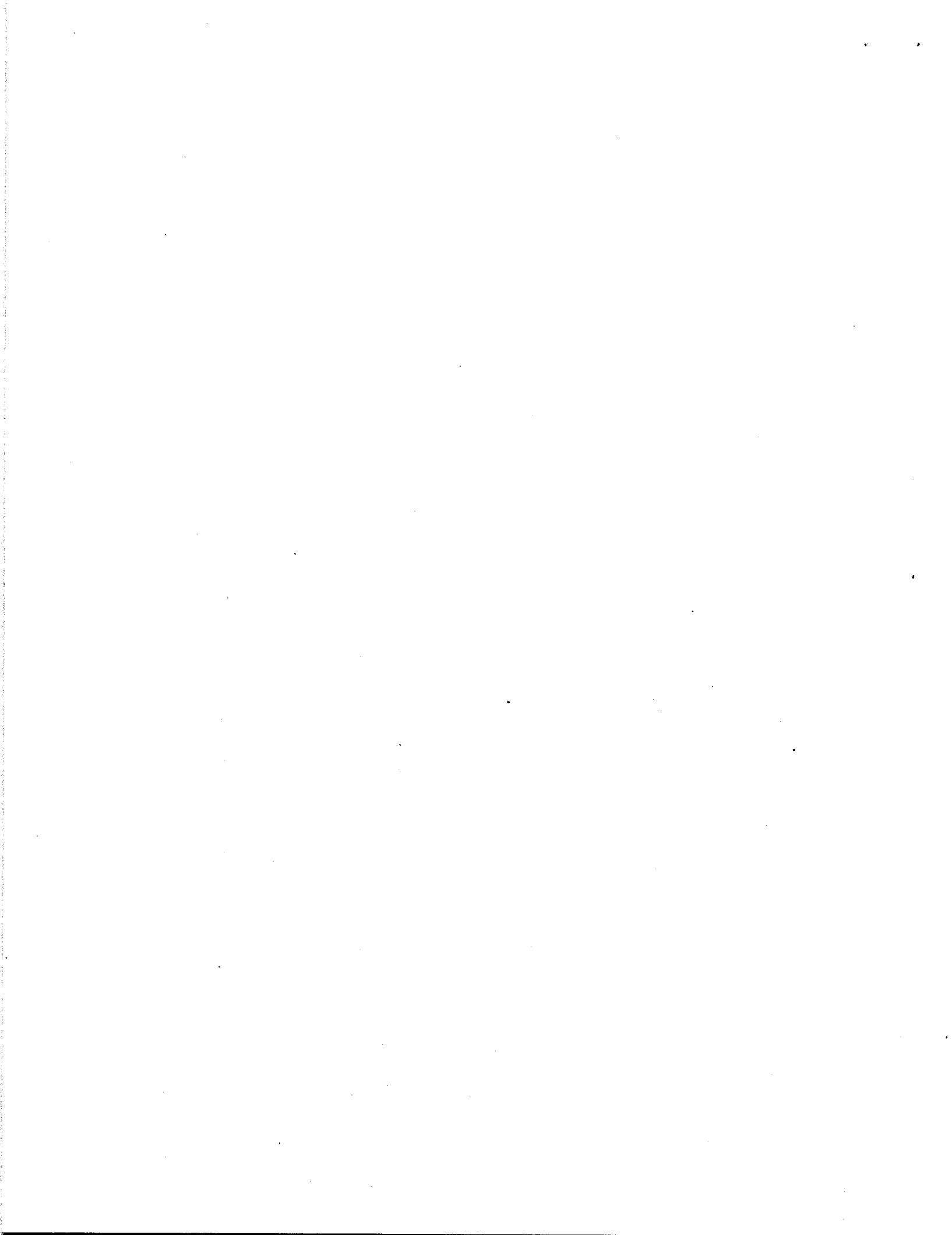
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Lincoln County Sheriff MO
Lincolnton Police Department
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Lodi Police Department
Loganville Police Department
Lombard Police Department
Long Beach Police Department
Long County Sheriffs Office
Los Alamitos Police Department
Los Angeles CLEAR
Los Angeles County Sheriff
Los Angeles World Airport Police (LAX)
Lovejoy Police Dept
Loves Park Police Department
Lowndes County Sheriffs Office
Lubbock Police Department
Lufkin Police Department
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Madera Police Department
Madison County Sheriff's Office
Mahanoy Township Police Department
Manchester Police Department



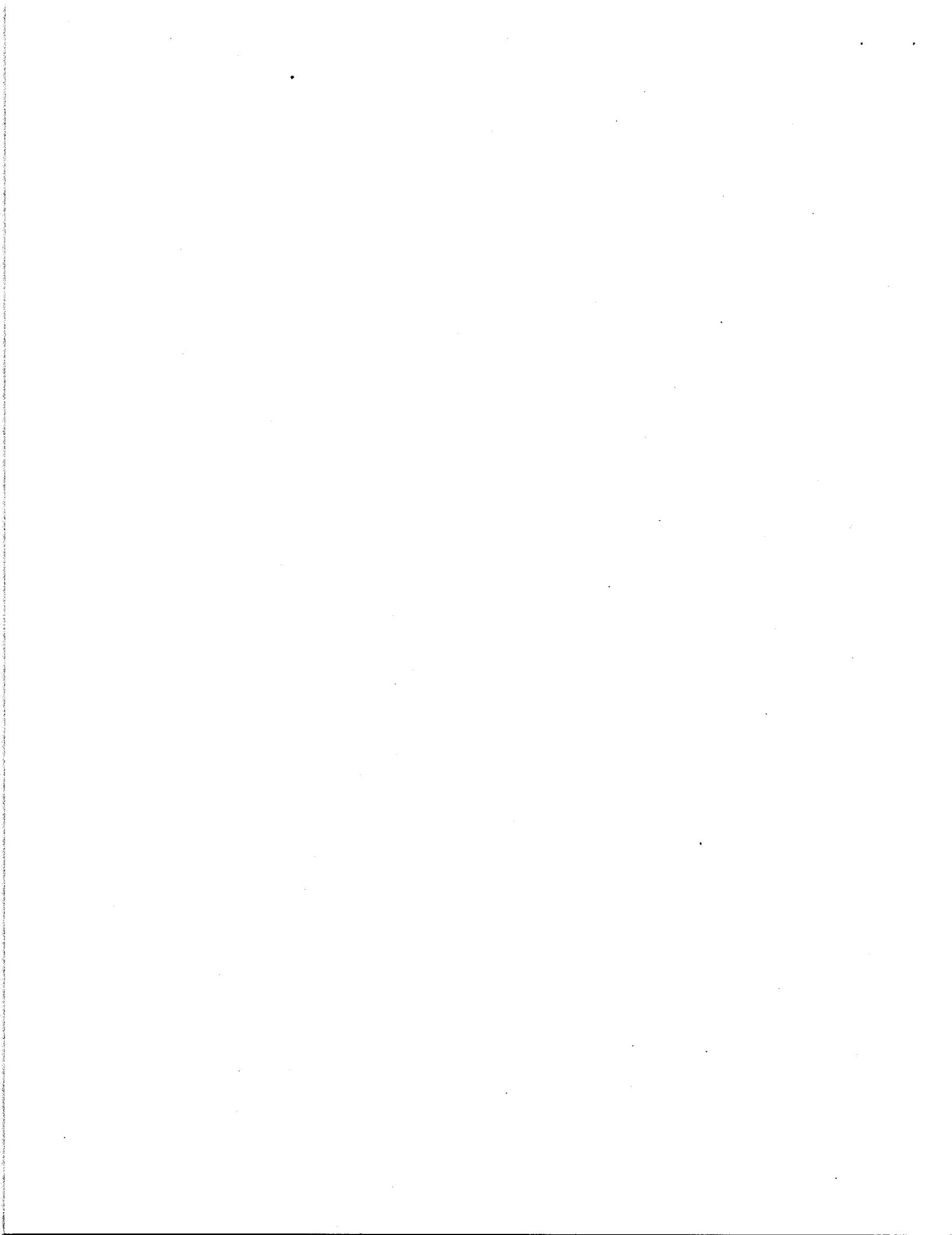
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Maple Grove PD
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Maricopa County Attorneys Office
Maricopa Police Department
Marietta Police Department
Marin County Sheriffs Office
Marion Police Department
Marshallville Police Department
Marshfield Police Department (MA)
MARTA Police Department
Martinez Police Department CA
Martinsville Police Department
Martinsville Police Department (IN)
Maryville Public Safety
McDonough Police Department
McDuffie County Sheriffs Office
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McKinney Police Department
McRae-Helena Police Department
Medford Police Department
Melgs Police Department
Merced Police Department CA
Meridian Police Department



Meriwether County Sheriffs Office					
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Monterey Park Police Department
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Moultrie Police Department
Mounds View Police Department
Mundelein Police Department
Munster Police Department
Murray County Sheriffs Office
Murrieta Police Department
Muscogee County Marshals Office
Nacogdoches Police Department
Naperville Police Department
Nashville Airport Authority
Nassau County Sheriffs Department
NCRIC
Nelson Police Department
Network 3 Illinois
Nevada Police Department
New Bern Police Department
New Brighton Public Safety
New Canaan Police Department
New Castle County Police Department
New Castle Police Department
New Lenox Police Department
New York State DCJS



New York State Police
Newark Police Department DE
Newark Police Department New Jersey
Newington Police Department
Newport Beach Police Department
Newton County Prosecutor
Newton County Sheriffs Office
Niagara County Sheriff (NY)
Niagara Falls Police Department
Nicholls Police Department
NJ State Police RTCC
Norman Park Police Department
North Richland Hills PD
Northbrook Police Department
Northeast Florida Fusion Center
Northfield Township Police Department
Norwalk Police Department
Novato Police Department
Nutley Police Department
NW HIDTA - Seattle
NY-MTA Police
NYC Department of Investigation
NYPD Real Time Crime Center
Oakley Police Department
Ogden Police Department
Oglethorpe Police Department
Oliver Police Department
Omega Police Department
Ontario County Sheriffs Office



Ontario Police Department
Opelika Police Department
Orange County District Attorney
Orange County Sheriff
Orange County Sheriff (TX)
Orange County Sheriffs Department
Orange Police Department
Orange Police Department (CT)
Orange Police Department TX
Orinda Police Department
Oro Valley Police Department
Osage Beach Police Department
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Oswego County Sheriffs Office
Overland Police Department
Oxnard Police Department
Palm Beach County Sheriffs
Palos Verdes Estates Police Department
Paradise Valley Police Department
Parke County Sheriffs Office
Pasadena Police Department (CA)
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Pearl River County Sherrifs Office
Pearland Police Department
Pearson Police Department



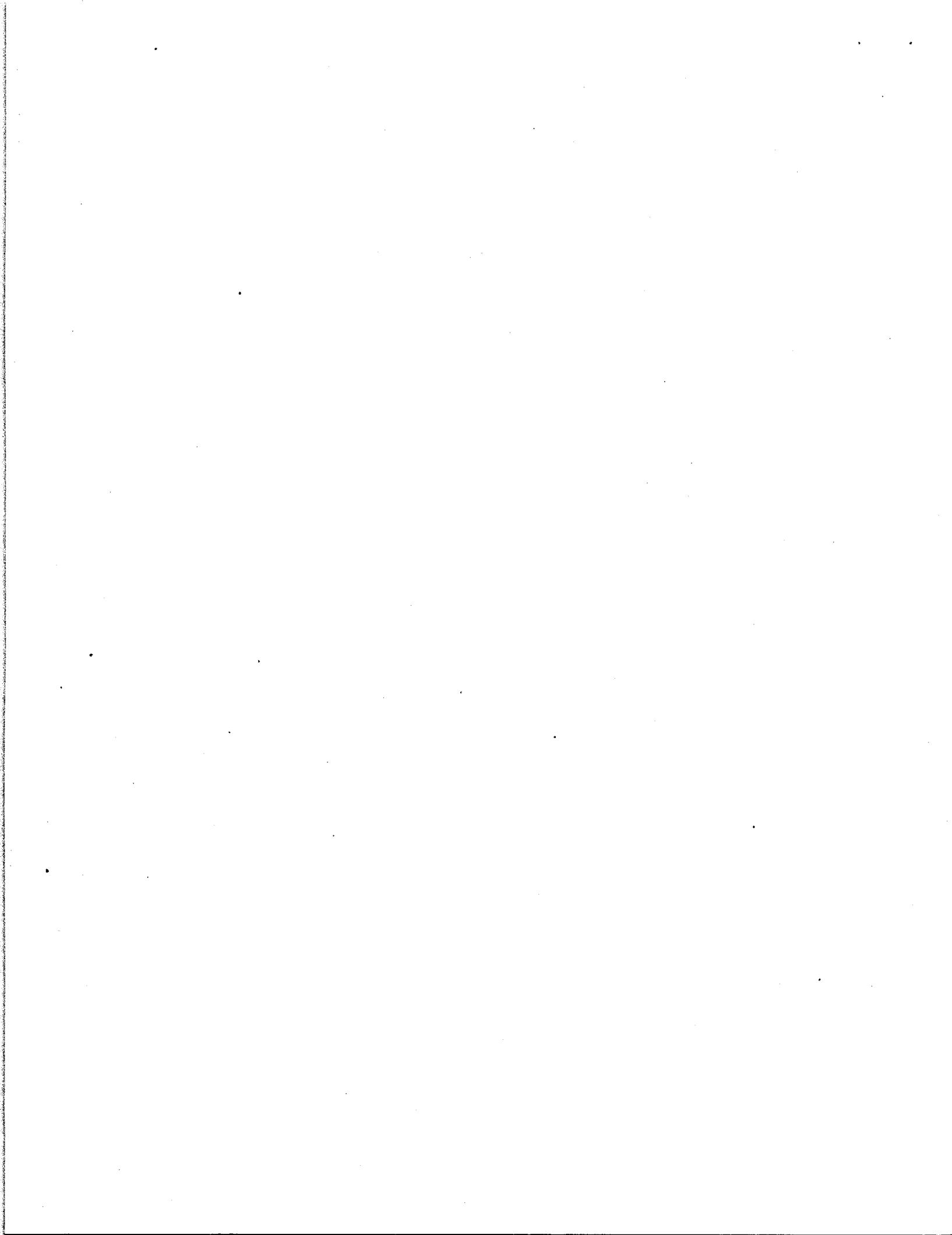
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Pine Lake Police Department
Pine Mountain Police Department
Pitt County Sheriffs Office
Pittsburg Police Department CA
Placentia Police Department
Plains Police Department
Plainville Police Department
Plano Police Department
Pleasant Hill Police Department
Pleasanton Police Department
Pocono Township Police Department
Polk County Sheriff
Polk County Sheriffs (NDI2LEARN)
Pomona Police Department
Pooler Police Department
Poplar Bluff Police Department
Port Arthur Police Department
Port Chester Police Department
Port of Long Beach
Portage Police Department



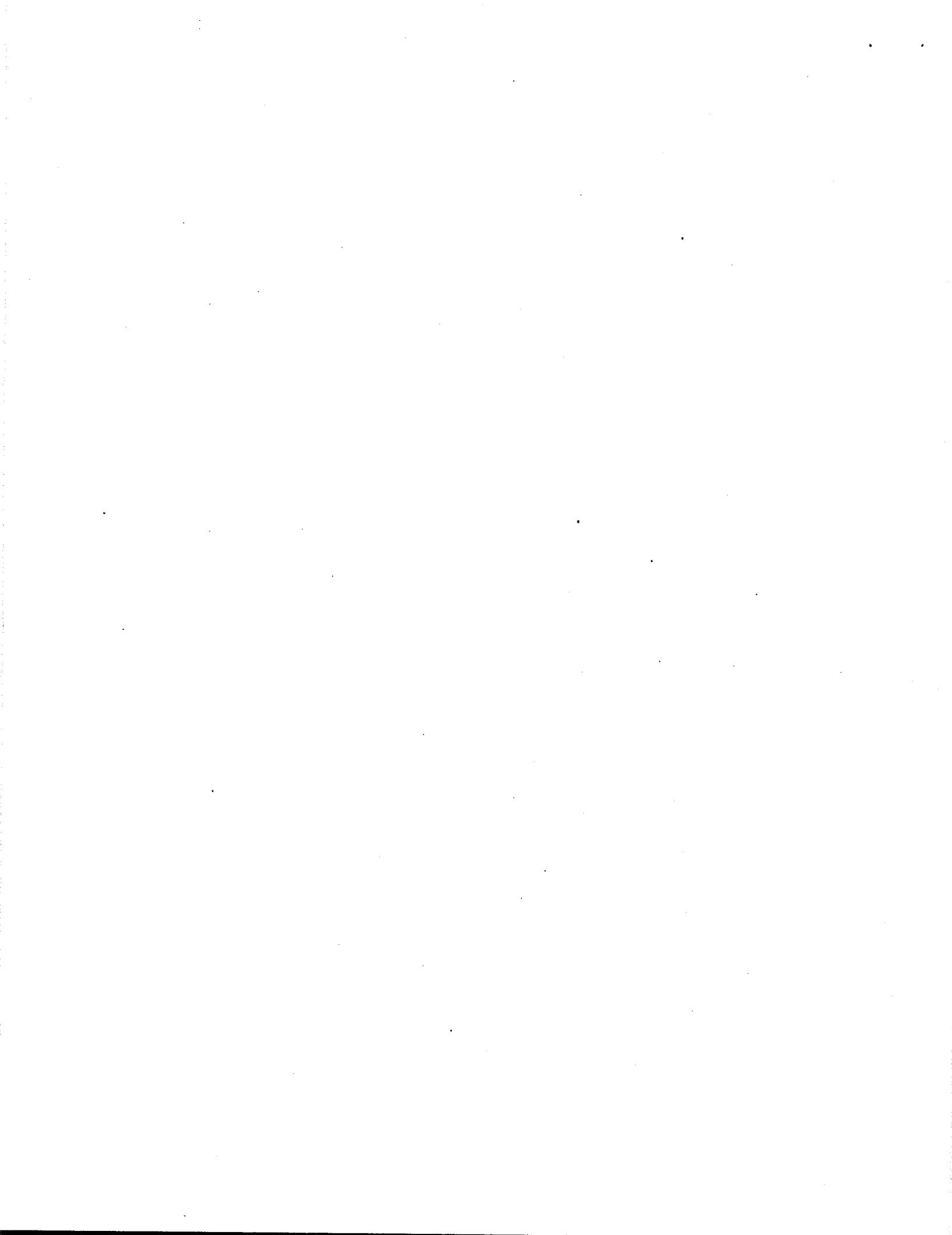
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Putnam County Sheriff
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Rankin County Sheriffs Office
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Red Bluff Police Department
Red Oak Marshals Office
Redlands Police Department
Redondo Beach Police Department
Redwood City PD
Reeve County Sherriffs Office
Register Police Department
Reidsville Police Department
Reno Police Department
Rhode Island State Police
Richardson Police Department
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Rincon Police Department
Ringgold Police Department
Riverdale Police Department
Riverside County Sheriff



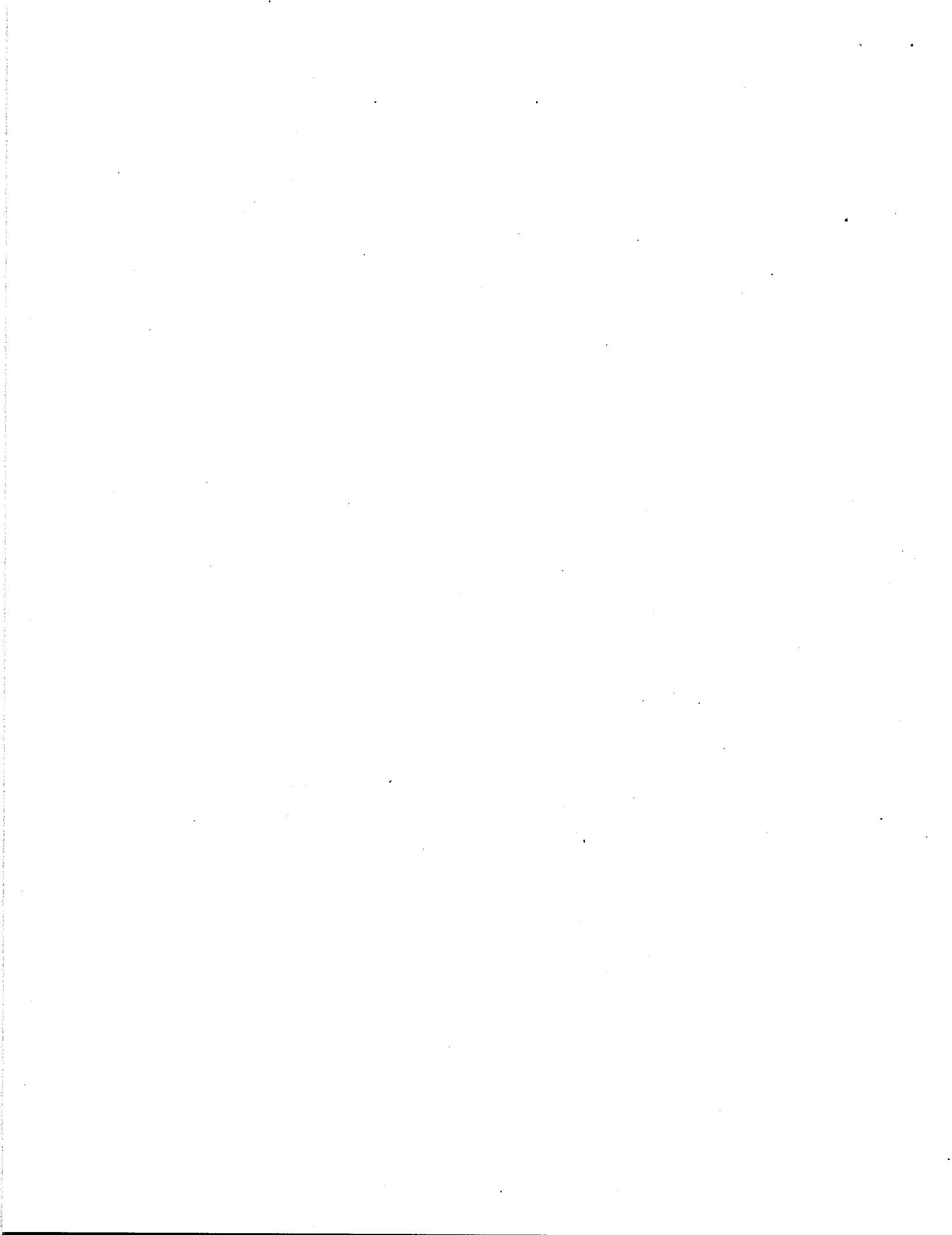
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Roswell Police Department				
Round Rock PD				
Rowlett Police Department				
Sacramento Co Dept of Human Assistance				
Sacramento County DA Office				
Sacramento County Sheriffs Office				
Sacramento PD - Arden				
Sacramento Police Department				
Sacramento Probations Department				
Sacramento Sheriff Hotlist				
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San Bernardino District Attorney				



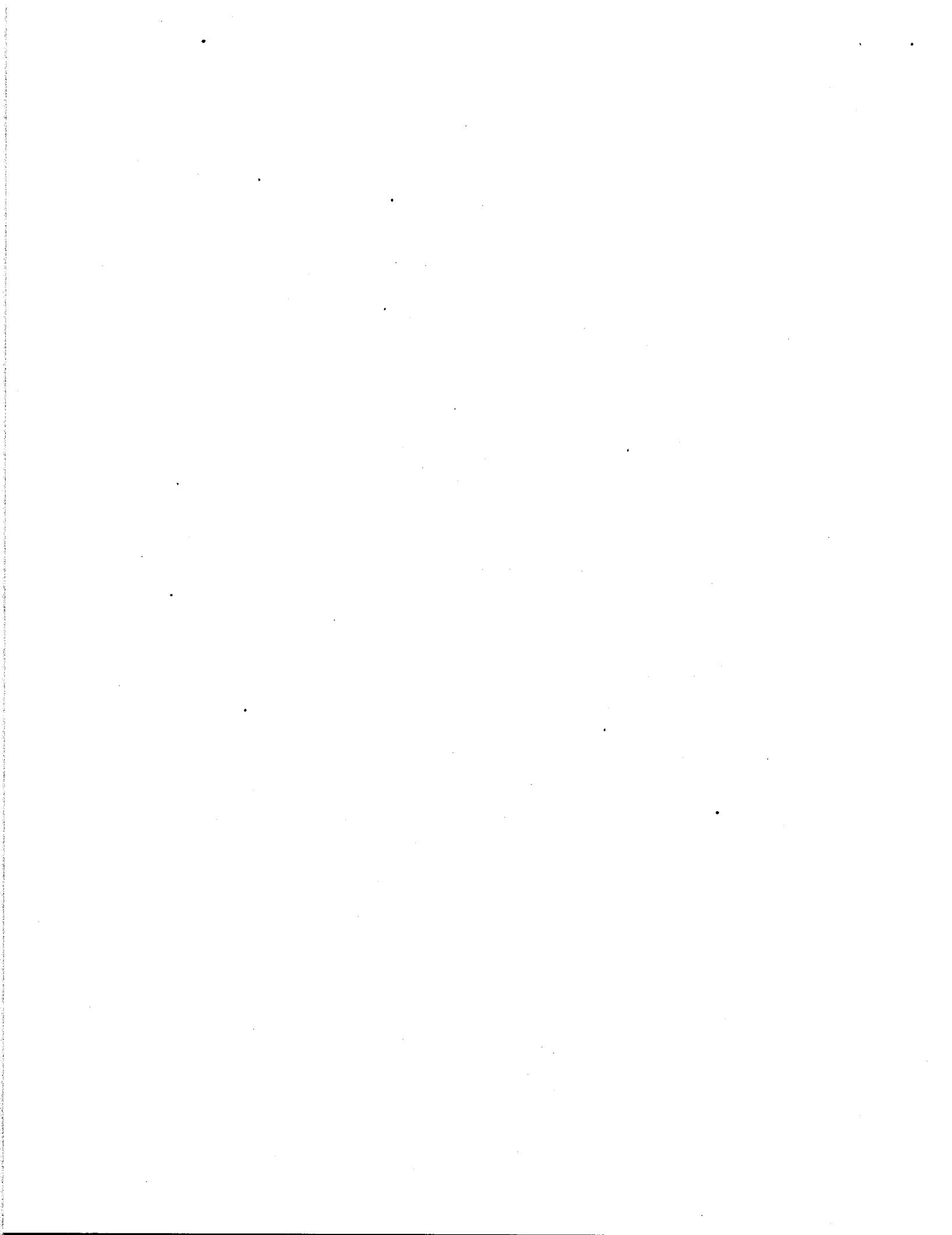
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San Bruno Police Department
San Diego County Sheriff
San Diego Police Department
San Diego Regional Auto Theft Task Force
San Diego Sector Border Patrol
San Joaquin County District Attorney
San Juan Police Department
San Luis Obispo Sheriffs Office
San Mateo County Vehicle Theft Task Force
San Pablo Police Department CA
San Rafael Police Department
San Ramon Police Department
Santa Ana Police Department
Santa Barbara District Attorney
Santa Clara County District Attorney
Santa Clara Police Department
Santa Fe Police Department
Saraland Police Department
Saugerties Police Department
Sausalito Police Department
Schaumburg Police Department
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Scottsdale Police Department
Screven County Sheriffs Office
Seal Beach Police Department
Seminole County Sheriffs Office (FL)
Senoia Police Department
Shawnee County Sheriffs Office



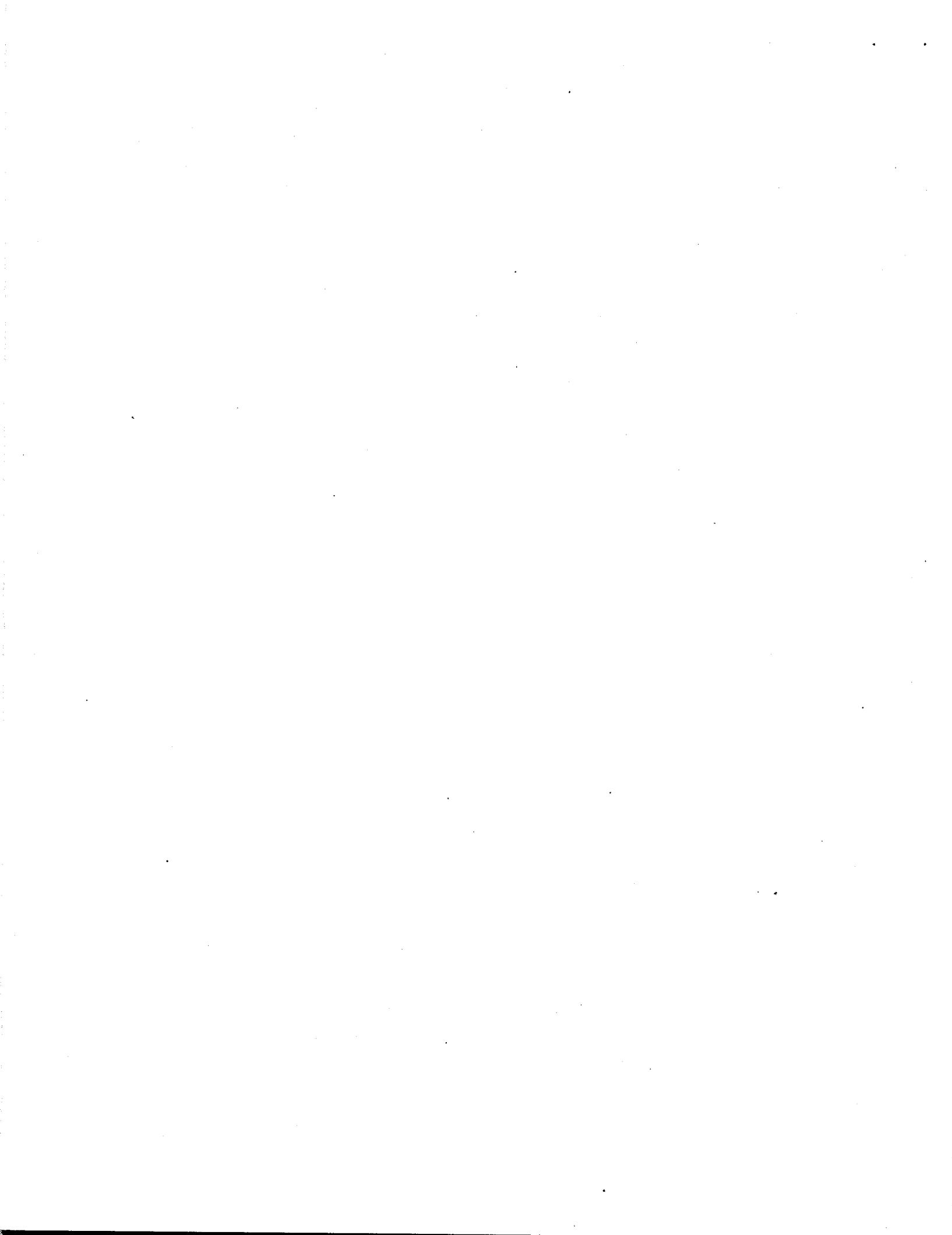
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South Carolina Law Enforcement Division
South Chicago Heights Police Department
South Gate Police Department
South Pasadena Police Department
South Windsor Police Department
Southampton Village Police Department
Southeast Michigan Intelligence Center
Southern Connecticut State University
Southington Police Department
Southwest Major Case Unit (IL)
Sparks Police Department
Sparks Police Department (GA)
Speedway Police Department
Springfield IL Police Department
Springfield MO Police Department
Springfield Police Department
St Charles Police Department
St Joseph Police Department
St Louis Fusion Center
St Louis Park Police Department
St. Charles County Police Department



St. Louis County Police
Stanislaus County Auto Theft Task Force
Stanislaus County Sheriffs Department
Statesboro Police Department
Statham Police Department
Stockton Police Department
Stone Mountain Police Department
Stratford Police Department
Suffolk County NY Police Department
Sugar Creek Police Department
Sulphur Police Department
Sumter County Sheriffs Office
Sunny Isles Beach Police Department
SUNY New Paltz
Talbot County Sheriffs Office
Taliaferro County Sheriffs Office
Talladega Police Department
Tallapoosa Police Department
Tarrant County District Attorney
Tattnall County Sheriffs Office
Tempe Police Department
Temple Police Department
Tennessee HLS District 7
Tennille Police Department
Texas AM University Police
Texas City Police Department
Texas Department of Public Safety
Thomas County Sheriffs Office
Thomaston Police Department



Thomasville Police Department
Throckmorton County Sheriffs Office
Tiburon Police Department CA
Tift County Sheriff Office
Tifton Police Department
Tigard Police Department
Toccoa Police Department
Tompkins County Sheriff
Torrance Police Department
Town of Bay Harbor Islands
Tracy Police Department CA
Travis County SO
Treutlen County Sheriffs Office
Troup County Sheriffs
Trumansburg Police Department
Trumbull Police Department
Trussville Police Department
Tuckahoe Police Department
Tulare Police Department
Tunnel Hill Police Department
Tuscaloosa County Sheriffs Department
Tustin Police Department
Tybee Island Police Dept
Tyler City Marshal
Tyrone Police Department
UC Irvine Police Department
UCONN Police Department
Ulster County Sheriffs Office
Union City Police Department



Union City Police Department (CA)

Union County Sheriffs Office

Union Township Police

United States Forest Service CA

United States Forest Service Utah

United States Marshals Service

University of Delaware

University of Georgia Police Department

University of Michigan-Flint Police

University Park Police Department

Upson County Sheriffs Office

US Attorney Southern District of NY

US Postal Inspection Service

Vancouver Police Department

Varnell Police Department

Ventura County Sheriff Department

Ventura Police Department

Vernon Police Department

Vienna Police Department

Vigilant Test

Villa Park Police Department

Villa Rica Police Department

Von Ormy City Marshals Office

Wadsworth Police Department

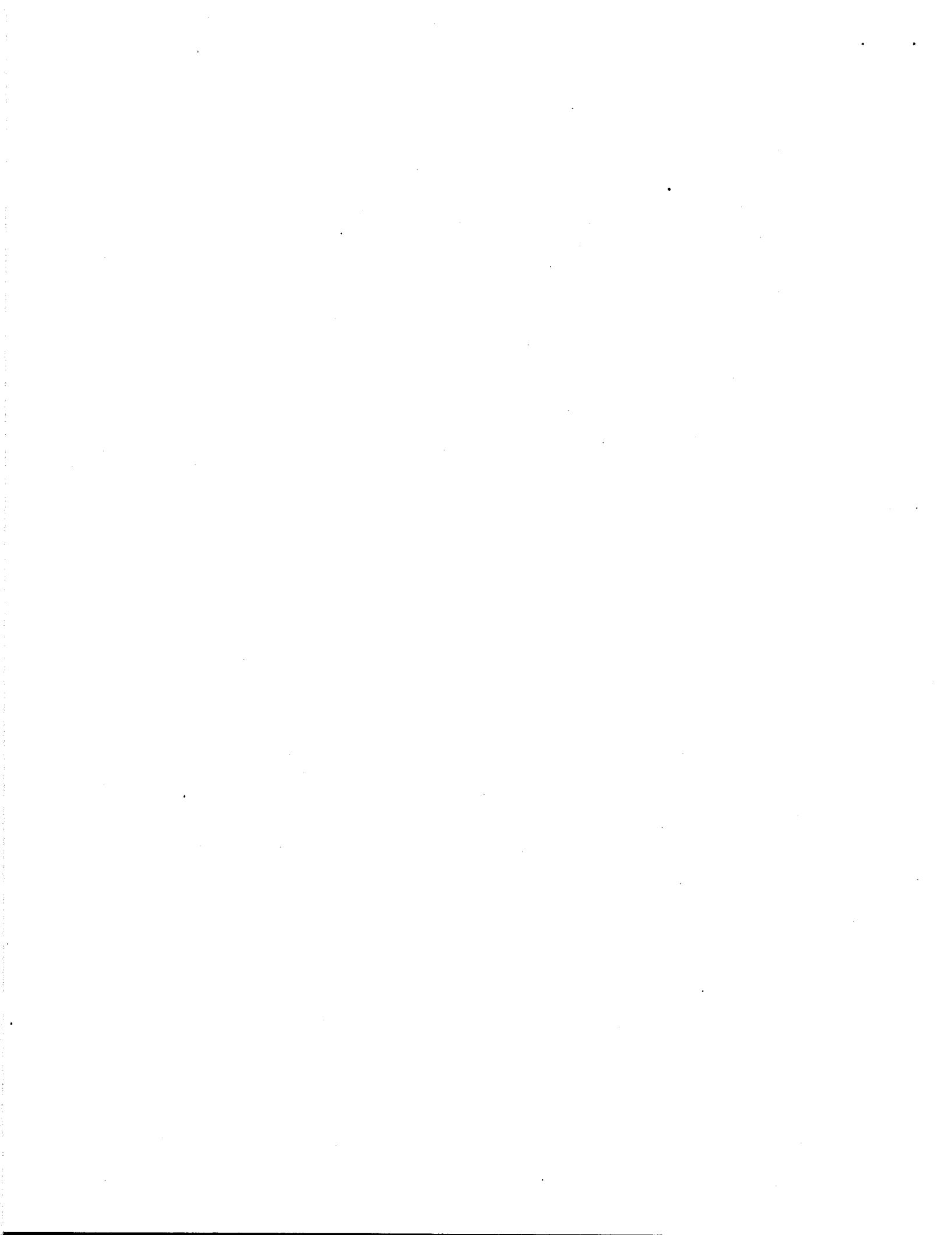
Walnut Creek Police Department

Walton County Sheriffs Office

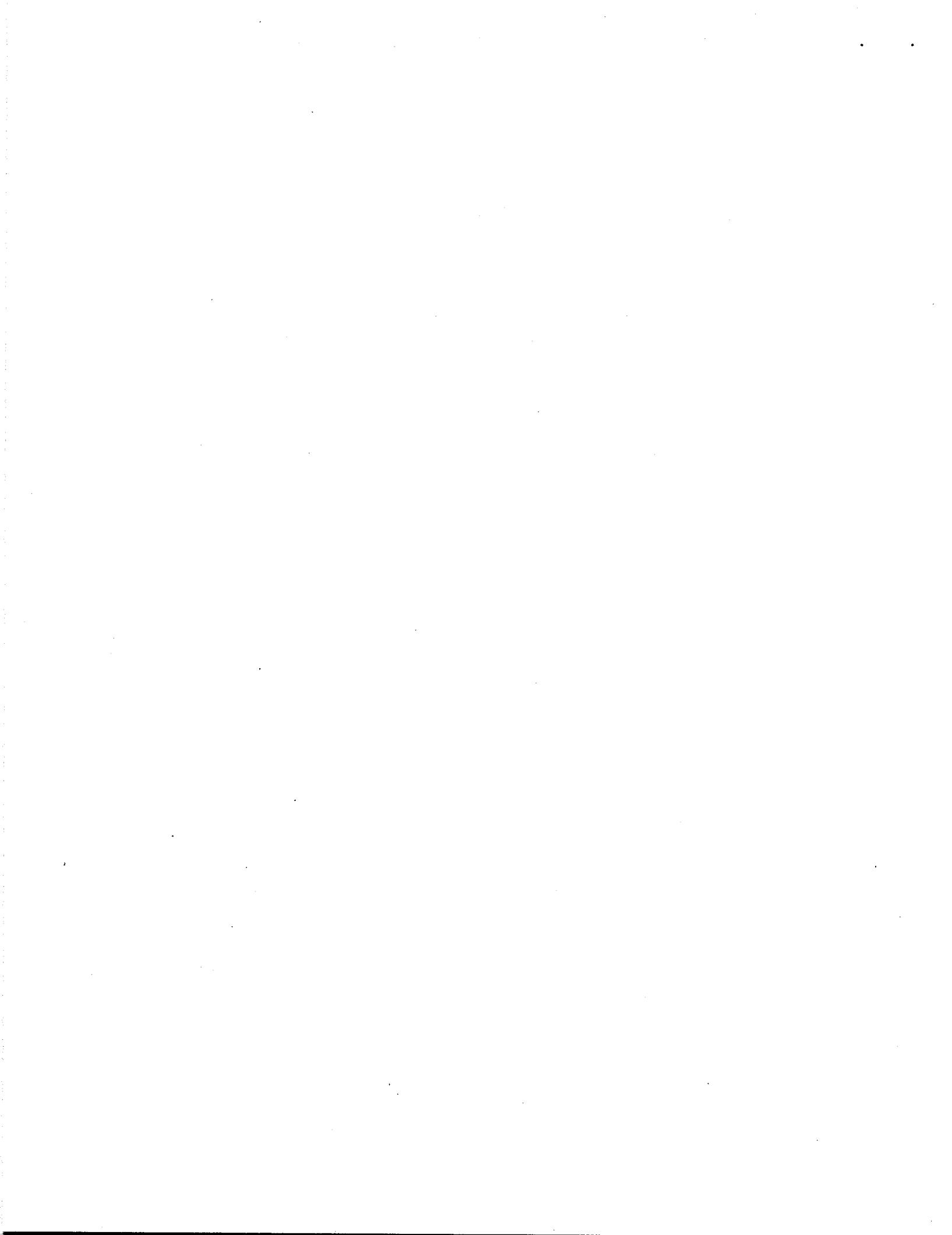
Warm Springs Police Department

Warner Robins Police Department

Warren County Sheriffs Office



Warrenton Police Department
Warwick Police Department
Washoe County Sheriffs Office
Watauga Police Department
Waterfront Commission of NY Harbor
Webster Grove Police Dept
Webster Police Department
Wenatchee Police Department
Wentzville Police Department
West Baton Rouge
West Covina Police Department
West Hartford Police Department
West Point Police Department
West Sacramento Police Department
Westminster Police Department
Westport Police Department
Wethersfield Police Department
Whigham Police Department
White Bear Lake Police Department
White County Sheriffs Office
Whitehall Police Department
Whitehouse Police Department
Whitesburg Police Department
Whitfield County Sheriffs Office
Whittier Police Department
Will County Sheriff
Willacoochee Police Department
Willard Police Department
Williamson County Sheriffs Office



Wilmette Police Department
Wilton Police Department
Windcrest Police Department
Winder Police Department
Windsor Police Department
Winnebago County Sheriff (Machesney Park Division)
Woodland Police Department
Woodstock Police Department
Woodway Police Department
Wrens Police Department
Wrightsville Police Department
WRP-LPR
Wylie Police Department
Yakima Police Department
Yates County Sheriffs Office
Yellowstone National Park
Yolo County Sheriffs Department
Zebulon Police Department

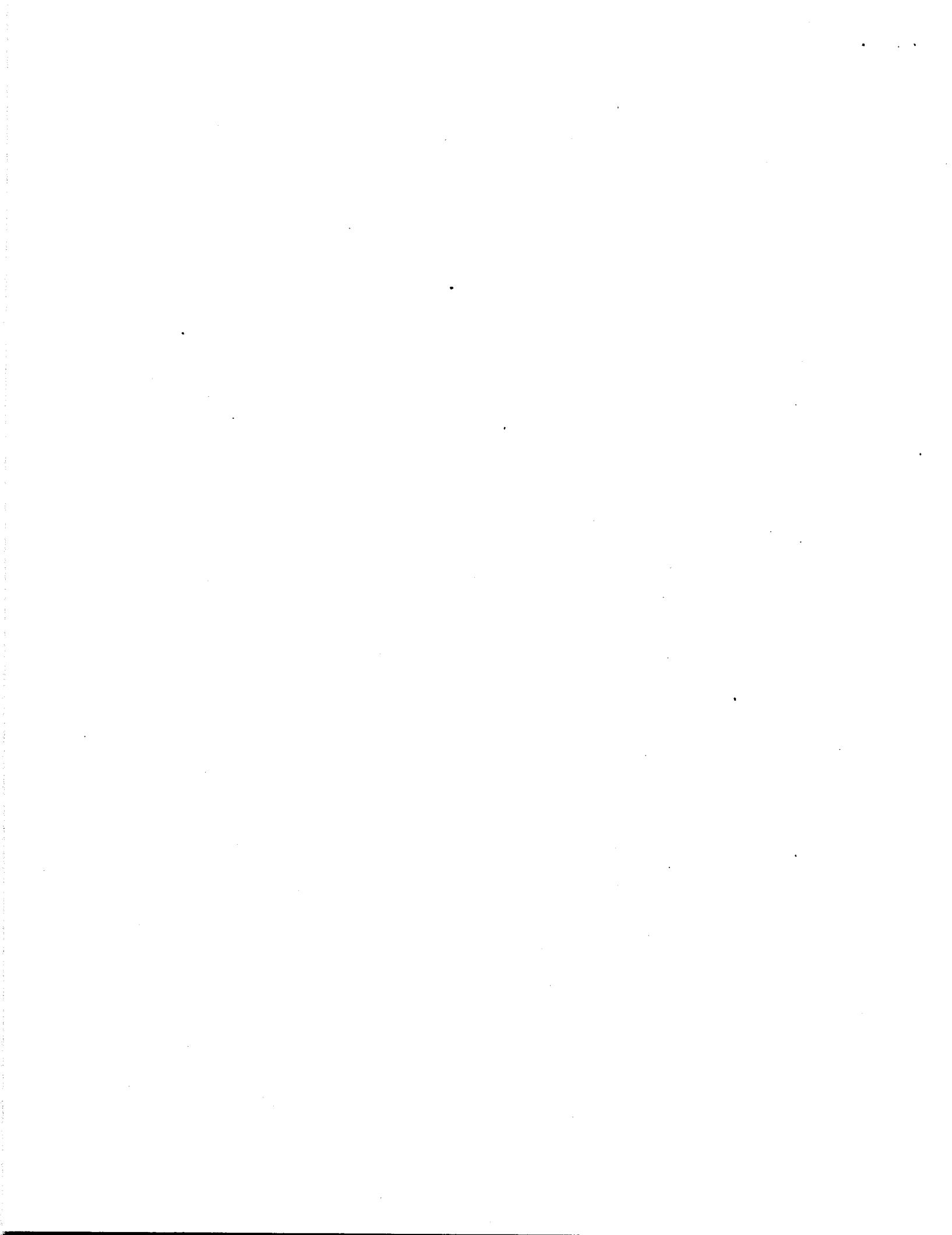
3) The names of agencies and organizations with which the Agency shares "hot list" information;

We do not share "hot list" information.

4) The names of agencies and organizations from which the Agency receives "hot list" information;

This information is easily available within the Agency's LEARN system. The simplest way to extract this data is to generate an "Agency Data Sharing Report" PDF file from within LEARN. To do this, a user may simply go to the "Sharing" section of LEARN and select "Output Report." A CSV /XLS file containing these records would also satisfy this request.

Attached.



We further request the following records

The aggregate number of "detections" (i.e. license plate scans and associated data) collected during 2016.

No Data Available

The aggregate number of detections collected during 2017.

See attached.

The aggregate number of "hits" (i.e. times that a plate on a hotlist was detected) during 2016.

No Data Available

The aggregate number of "hits" during 2017.

See attached.



Detections Shared

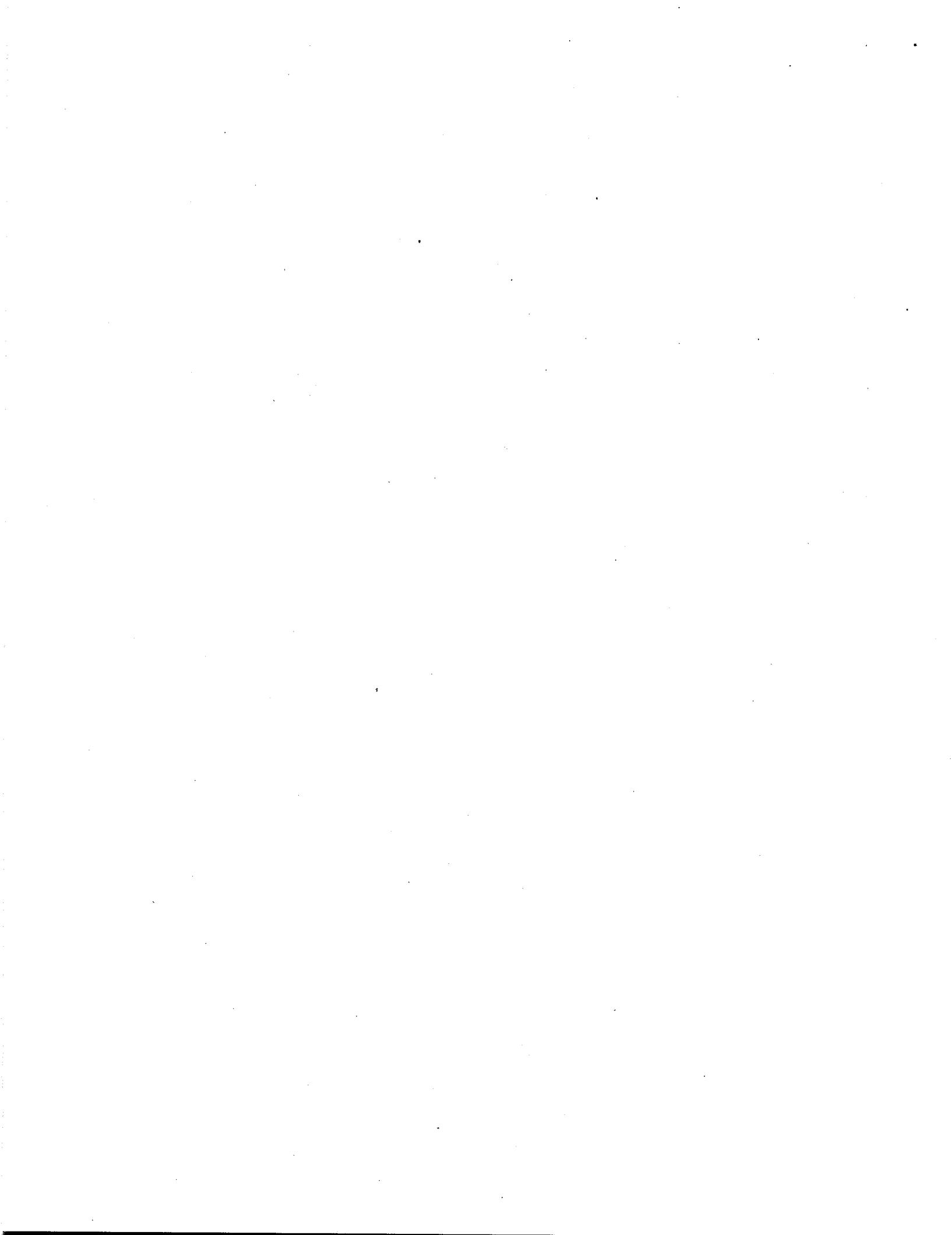
The Phoenix Police Department Agency is Sharing its Detection data with the following Agencies:

None

Detections Received

The Phoenix Police Department Agency is receiving Detection data from the following Agencies:

Hoover Police Department	Stratford Police Department
Vancouver Police Department	Boone County Sheriff Office
Daphne Police Department	Lincoln County Sheriff MO
Whitehall Police Department	Douglasville Police Department
Brea Police Department	Bessemer Police Department
Byron Police Department	West Sacramento Police Department
Alameda Police Department	Putnam County Sheriff
Duluth Police Department	Bolivar Police Department
Bronxville Police Department	Arcade Police Department
24th Judicial District Drug Task Force	Arizona Department of Public Safety
Trussville Police Department	Cathedral City Police Department
Social Circle Police Department	Austin Police Department
Sacramento County DA Office	Saugerties Police Department
Opelika Police Department	Dublin Police Department (OH)
Montebello Police Department	Dickinson Police Department
Hiram Police Department	Brentwood Police Department
College Park Police Department	Baldwin County Sheriffs Office
Donaldsonville Police Department	Throckmorton County Sheriffs Office
Danville Police Department CA	Miami Police Department
Webster Police Department	Rockwall County Sheriffs
Dallas Police Department	McKinney Police Department
Walnut Creek Police Department	Tularé Police Department
Joplin Police Department	Batesville PD
Monrovia Police Department	Prosper Police Department
Watauga Police Department	Milton Police Department
Rankin County Sheriffs Office	Simi Valley Police Department



Cypress Police Department	Williamson County Sheriffs Office
Hickory Hills Police Department	Guadalupe County Constables
Manteca Police Department	Marin County Sheriffs Office
Dutchess County Sheriff	Cedar Rapids Police Department
Lake City Police Department	21st Drug Task Force
Carlsbad Police Department	Lee County Sheriffs Office
Jasper County Sheriff MO	San Diego Sector Border Patrol
Yolo County Sheriffs Department	Alameda County Narcotics Task Force
Poplar Bluff Police Department	Lafayette Police Department (LA)
Monroe County Sheriffs Office	Woodstock Police Department
Mesa Police Department	Miller County Sheriffs Office
Schererville Police Department	Pima County Sheriff
Lake Ozark Police Department	Elk Grove Police Department
Trumbull Police Department	Casa Grande Police Department
Westport Police Department	Collier County Sheriffs Office
32nd Judicial District Attorney Office	Chula Vista Police Department
South Carolina Law Enforcement Division	Jones County Sheriffs Department
Saraland Police Department	Comer Police Department
San Diego Police Department	100th Judicial District Attorney Traffic Enforcement
ALEA	Carroll County Sheriffs Office
Fort Bend County Sheriffs Office	Riverside Police Department
HIDTA - Central Valley California	San Bernardino Police Department
Binghamton Police Department	Long Beach Police Department
Department of Transportation - Phoenix Arizona	Garden Grove Police Department
Pittsburg Police Department CA	Pine Mountain Police Department
United States Forest Service CA	Douglas County Sheriffs Office
Jefferson County Sheriffs Office	Fayette County Sheriffs Office
Hollywood Police Department (FL)	Fort Lauderdale Police Department
Gulfport Police Department	Meridian Police Department
Sacramento County Sheriffs Office	DeKalb County Police Department
Jasper County Sheriffs Office MS	Lamar County Sheriffs Department
Merced Police Department CA	Reeve County Sheriffs Office
Burr Ridge Police Department	Munster Police Department



Union City Police Department	Marietta Police Department
17th Judicial Circuit Drug Task Force	San Bernardino County Sheriffs
Sacramento Police Department	Lee County Alabama Sheriffs Office
DOJ - Bureau of Firearms	Roswell Police Department
Hopkinsville Police Department	Johns Creek Police Department
Downey Police Department	Southwest Major Case Unit (IL)
Norwalk Police Department	Shared NVLS (544 agencies)

Hot-List Sharing

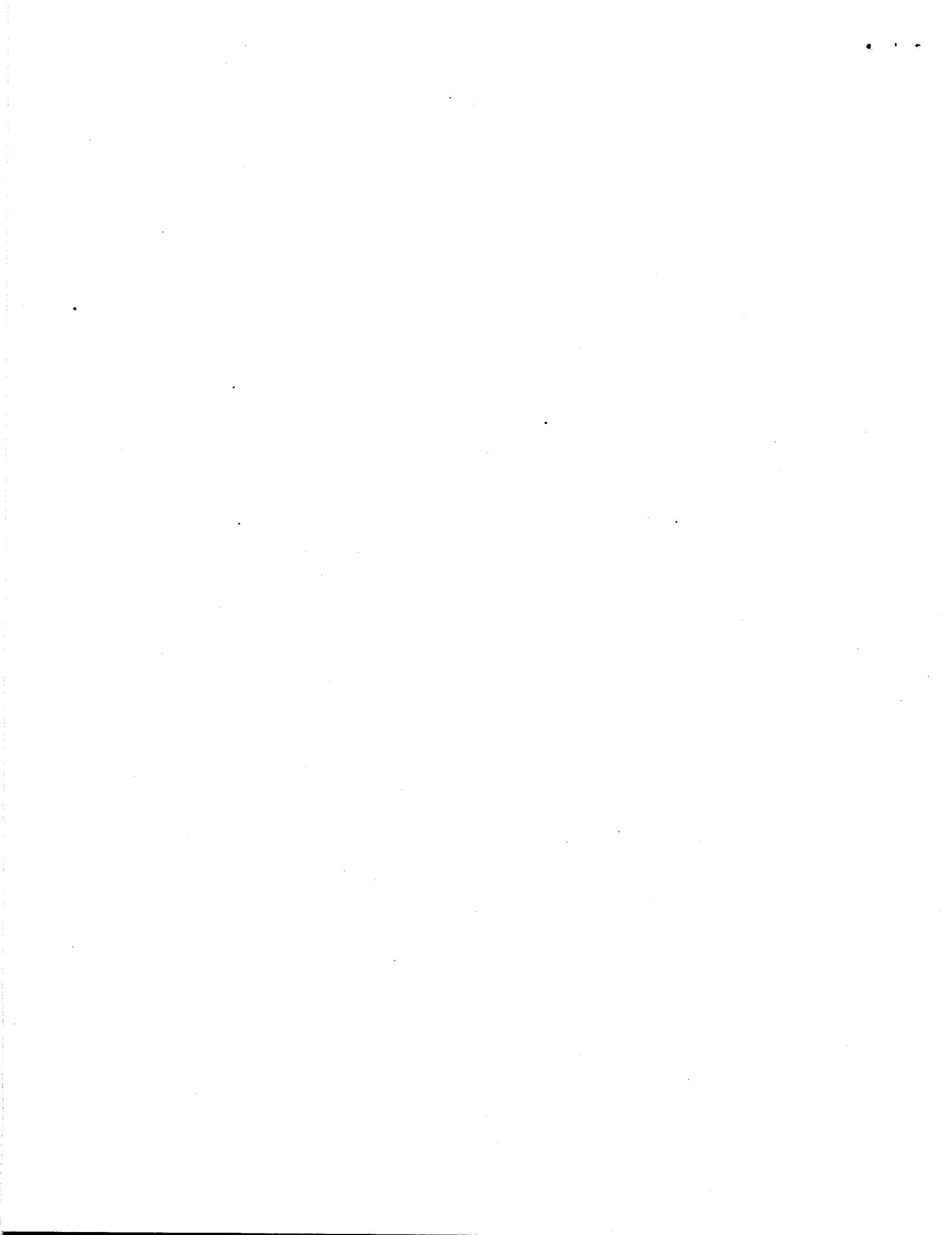
The Phoenix Police Department Agency is sharing Hot-List records with the following Agencies:

Agency:	Hot-List(s):
None	None

Hot-List Received

The Phoenix Police Department Agency is receiving Shared Hot-List records from the following Agencies:

Agency:	Hot-List(s):
Beaumont Police Department	Haze Template
Montgomery Police Department	HSI-MASTER
Richmond County Sheriffs Office	Priority Stops

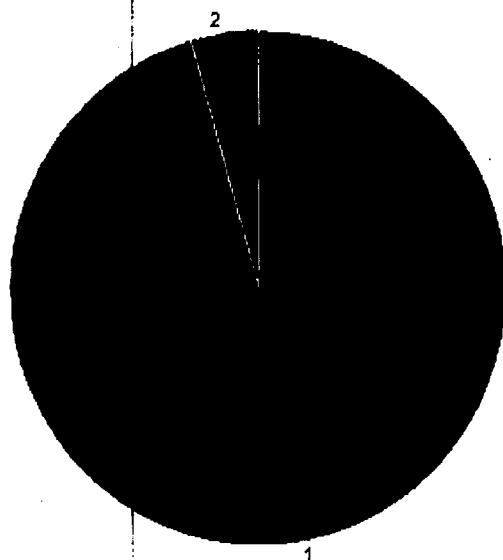


LEARN

Hit Ratio Dashboard Hit Ratio Report

**VIGILANT**

Report Details

Report By:**Time Frame:** From 01-01-17 To 12-31-17**Hit Ratio Count:** 2**Total Records:** 137

Contributor	Record Type	Records
1	Detections	131
2	Hits	6

